

SCHEDULE 8.02**APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER****CONFIDENTIAL**

Project Name: _____

Payment Application: _____

Contract No: _____

Architect/Engineer: _____

Project No: _____

Construction Contractor: _____

Period from/to: ____ / ____ / ____ to ____ / ____ / ____

Change Orders Included: _____

Sample Format Only

CSI Master Format™ Division	Sub Heading	Owner 's Cost Category	Original Contract Amount	Adj. Total Amount	% Work Complete	Total Retained	Prev. Paid	Net Amt. Now Due	Balance to Become Due
01000 General Conditions	(Construction Contractor's Name) See attached Schedule 8.01								
	Demolition	E01							
	Asbestos Abatement/Mgt.	E02							
	Elevator Operator (OT)	E03							
	Exterior ADA Modifications	C02							
02000 Sitework	(Sub-contractor's Name)								
	Site Construction	C06							
	Paving, Conc. Walks, Curbs, Walkways	C20							
	Landscaping, Planting and Sprinkler Systems	C21							
03000 Concrete		C02							
04000 Masonry		C02							
05000 Metals		C02							
06000 Wood & Plastics									
	Millwork	C12							
	Other Wood & Plastics	C02							
07000 Thermal & Moisture Protection									
	Thermal and Moisture Protection	C02							
	Roofing	C08							
08000									

CONFIDENTIAL

Doors & Windows									
	Doors and Windows	C02							
	Entrances, Storefronts, Curtainwall	C03							
09000 Finishes									
	Interior Wall and Ceiling Construction	C02							
	Painting and Finishes	C02							
	Hard Flooring (Ceramic, Terrazzo, Granite, Hardwood)	C11							
	Carpet Removal and Disposal	E01							
	Floor Prep, Carpet, Vinyl Flooring and Vinyl Base (furnish & install)	F06							
10000 Specialties									
	Raised Flooring	C02							
	Signage	C10							
	Restroom Fixtures and Accessories	C14							
	Storage Shelving, Lockers, Demountable Partitions	F01							
	Miscellaneous Specialties	C02							
11000 Equipment									
	A/V Equipment, Sound Masking	F02							
	Safety Deposit Boxes, Vault	C15							
	Computer Equip.	F03							
	Non-Computer Equip.	F02							
12000 Furnishings									
	Furniture Purchase	F01							
	Furniture Reconfigure, Teardown or Move	E05							
	Interior Plants and Planters, Art	F01							
	Drapery and Blinds	F05							
13000 Special Const.									

Schedule 8.02 - 2

CONFIDENTIAL

	Special Purpose Rooms and Other Special Const.	C02									
	Security Access and Surveillance	C09									
	Fire Suppression, Detection and Alarm Systems	C17									
	ATM Enclosures	F04									
14000 Conveying Systems		C07									
15000 Mechanical		C05									
16000 Electrical											
	Electrical Power, Distribution and Lighting	C04									
	Telecom. and Data Equipment & Cabling	C16									
	Exterior Site Lighting	C22									
Fee		C02									

Amount of Original Contract: _____

Work Completed to Date: _____

Extras to Contract: _____

Total Retained: _____

Total Contract and Extras: _____

Net Amount Earned _____

Credits to Contract: _____

Previously Paid: _____

Adjusted Total Contract: _____

Net Amount Due this Payment: _____

APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER
(CONTINUED)

The undersigned, _____, being first duly sworn on oath and says

that he is President of _____, Contractors for

(Project Title) _____

(Project Address) _____

(Agent) _____

CONFIDENTIAL

That for the purposes of this work the foregoing order have been placed and the foregoing parties subcontracted with and these have furnished materials or have provided labor, or both, for said project.

That the amount of such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for materials or labor or both.

That this statement is made in compliance with to statutes relating to Mechanics Liens and for the purpose of procuring from Owner FINAL/PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing labor and/or material, and of amounts paid, due and to become due them.

Subscribed and sworn to before me
this __ day of _____, _____

Construction Contractor:

By: _____
Name: _____
Title: _____

Notary Public

SCHEDULE 8.06

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONFIDENTIAL

Date of Issuance: _____

Project Name: _____
Work Location (s): _____
Architect/Engineer: _____
Construction Contractor's Representative: _____
Owner's Project Manager: _____
Contractor Contract No: _____
Original Punch List Date: _____

Description: _____

Phone: _____
Phone: _____
Date: _____
Previous Revision Date: _____

TO: (Owner)

DESIGNATED PORTION OF THE PROJECT SHALL INCLUDE: [add description of designated portion]

The work comprising the above designated portion of the project performed under the Contract Documents has been reviewed and is hereby found to be substantially complete. The Date of Substantial Completion of said Work is hereby established as _____.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of said Work is the date certified by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents so Owner can occupy and utilize beneficially said work for the use for which it is intended.

PUNCH LIST

A Punch List of items to be completed, corrected or delivered, initially prepared by Construction Contractor and revised by the Architect/Engineer and verified or amended by _____ as appropriate, is attached hereto as Appendix 1. The failure to include any items on such list does not alter the responsibility of Construction Contractor to complete all work in accordance with the Contract Documents. The date of the commencement of warranties for said work and for the items on the attached Punch List will be the date Construction Contractor receives final payment under and in accordance with the Contract Documents.

ARCHITECT/ENGINEER BY: DATE:

Construction Contractor will complete or correct the work and deliver all items in accordance with the requirements of said Punch List within _____ () days from the Date of Substantial Completion.

CONSTRUCTION CONTRACTOR BY: DATE:

APPENDIX I
TO
CERTIFICATE OF SUBSTANTIAL COMPLETION

CONFIDENTIAL

Original Revised Punch List
Date Revised: _____

Project Name: _____
Work Location (s): _____
Architect/Engineer: _____
Construction Contractor's Representative: _____
Owner's Project Manager: _____
Contractor Contract No: _____
Original Punch List Date: _____

Description: _____

Phone: _____
Phone: _____
Date: _____
Previous Revision Date _____

Punch List Content Approval Date: _____

Date: _____

Owner's Project Manager:

Construction Contractor:

Architect/Engineer:

By: _____
Name _____

By: _____
Name: _____

By: _____
Name: _____

Punch List Completion Approval

Date: _____

Owner's Project Manager:

Construction Contractor:

Architect/Engineer:

By: _____
Name _____

By: _____
Name: _____

By: _____
Name: _____

Page _____ of _____

CONFIDENTIAL**SCHEDULE 10.02****CHANGE ORDER FORM**

Date: _____

Change Order No. _____

(Consecutively Numbered)

Contract No.: _____

Project No. _____

Location (Building/Floor): _____

CONTRACT CHANGE ORDER

Gentlemen: In accordance with this change we hereby adjust your contract as follows:

Original Contract Amount	\$ _____
Previous Contract Amount	\$ _____
Add for this Change	\$ _____
Deduct for this Change	\$ _____
Adjusted Contract Amount	\$ _____

Proceed with this work immediately.

The basis of this adjustment is _____ (Describe) _____

(Examples)

Proposed Change Order(s) dated MM/DD/YY (List) with corresponding backup.

Bulletin Number(s) dated MM/DD/YY (List) with corresponding backup.

Construction Field Order(s) dated MM/DD/YY (List) with corresponding backup.

Backup shall include detailed breakdown by Construction Contractor and all sub contractors.

Verify Hourly Rates and Unit Prices per Project Agreement (if established).

Review Change Order Values with Prime Architect/Engineer's Budget estimate for proposed change(s).

If Time & Material Change Order, ALL signed time tickets (signed by designated representatives of the Electrical Trade Manager and Construction Manager and Owner's Project Manager) only will be accepted.

Change Orders may represent change in TIME as well as COST and must be taken into consideration during review and approval.

(Approvals)

Construction Contractor _____

Authorized/Designated Representative Print Company's and Signer's Name below

Owner _____

Signed By Owner's Project Manager (Authorized Signer for Invoices)

Customer _____

Authorized (User signature level for total of ADD/DEDUCT creating the adjustment of this Change Order providing that the total is within the Project's approved budget.)

If tenant related, Authorized Signature must Owner's Records for Client's Cost Center Print Authorized Signer's Name and Title Below Line. Add Lines if hierarchy of signing authority is required.

CONFIDENTIAL

Creedon Controls Inc.
Electrical Contractors

3424 Old Capitol Trail
Wilmington, Delaware 19808
Telephone (302) 892-2000
Fax (302) 892-2002

Mr. Paul Angerame, Vice President
Forest Electric Corp.
4001 Governor Printz Blvd.
Wilmington, DE 19802

April 6, 2004

Reference: Bank One Brandywine – CDC II
General Lighting and Power – RFP 6B

Dear Mr. Angerame:

This letter is notification to Forest Electric Corp ("FEC") of issues related to the referenced project.

Background

Your letter of October 2, 2003 acknowledged FEC's intent to engage us to perform certain Work on the referenced project. This Work is further defined in your September 22, 2003 RFP to us with the drawings related to our trade and the six line items on the FEC: Vendor Schedule serving as the basis for our bid.

Your October 2, 2003 letter indicated that "the Prime Contract Documents have not been finalized" and you "will endeavor to enter into and execute a definite Subcontract Agreement..."

We conditionally acknowledged our intent to enter into an arrangement with FEC, but such arrangement was contingent upon sufficient time for our review of the documents including the Prime Contract, the Subcontract and a detailed Schedule among others. The Prime and Subcontracts have not been delivered to date. Three versions of the Schedule have been issued since bid time without any input from us.

With the representations proffered in your October 2, 2003 letter, we promptly began work on this project on or about October 7, 2003.

Issues

1. We continue to work on this very large project without a written contract. Other than a blank contract form, to date, we have not received as requested by us, a Subcontract or a copy of the Prime Contract, respectively, described in your letter of October 2, 2003.
2. Work was not performed in the sequence or the timeframe represented in your bid documents, which was the basis of our bid.
3. FEC requested changes in the sequence, timeframe and manner of our work performance different than the bid documents and the basis of our bid.
4. Physical on-site conditions were not as represented at bid time and could not have been reasonably anticipated. For example, open trenches for chiller piping approximately four feet wide and thirty inches deep were clearly a barrier to our work.

005675



Paul Angerame

Page 2 of 2

5. April 6, 2004 We continue to work on this project with planning and coordination activities provided by FEC that in no way parallel what would be expected on a project of this magnitude; our bid was based upon the planning and coordination reasonably expected on projects of this type.
6. The project is not guided by a Schedule with sufficient detail and information to perform proper planning and coordination; our bid was based upon scheduling of a caliber normally associated with projects of this size and urgency including mutually agreed upon schedule changes or at least trade input.
7. Material storage and lay-down areas were changed during the project and were a continual and significant barrier to the performance of our work as reasonably planned at bid time.
8. Inability to perform work in Area B
9. Major material/equipment purchases important to our work, were completed by others, compromising our effectiveness in follow-up and expediting. This arrangement places responsibility for complete and timely delivery of the purchases on the originator of the purchases. Late material/equipment deliveries, incomplete orders and changes to orders, all arranged and agreed upon by others, hindered the performance of our work; our bid was based upon timely delivery of material/equipment in accordance with the schedule provided at bid time.
10. Unusual efforts were requested for us to arrange, coordinate and transport material/equipment from another compatible site to complete our work due to material/equipment delays by others, only to have to arrange, coordinate and transport material/equipment back to the compatible site, when the orders arranged by others finally were received.
11. Numerous requests to perform work in a place, time and manner to correct scheduling problems created by others. This includes the performance of work in areas too small for our personnel, let alone the personnel from other trades, resulting from schedule and material/equipment delivery and movement problems caused by others.
12. Number and quantity of change orders to date.

We will follow this notice with more detail in each case to generate a change order request for the purpose of billing the impact of these issues on us during this project. It should be recognized that this project is still on-going and it is impossible at this point to determine the full impact of these issues on us. Upon completion of the project we will submit for payment the final impact of these issues that were not previously presented.

Please contact us if you have any questions.

Very truly yours,

A handwritten signature in black ink that appears to read "Charles K. Doble".

Charles K. Doble, III
Project Manager

005676



Forest Electric Corp.
Two Penn Plaza, Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

May 4, 2004

Patricia Creedon
Creedon Controls, Inc.
3424 Old Capital Trail
Wilmington, DE 19808

RE: Bank One - CDC-2
RFP 6B General Lighting & Power
RFP 21B IT Cable Conveyance System - Pod A

Dear Ms. Creedon

Enclosed are five (5) copies of a Single Project Construction Services Agreement for the above referenced projects.

Please have an officer of your company sign all five copies for each project and return them to our office as soon as possible. A fully executed copy will then be returned to you.

Should you have any questions, please do not hesitate to contact your undersigned.

Very truly yours,

FOREST ELECTRIC CORP.


Donna M. Lucas
Senior Legal Assistant

cc: P. Angerame

Datacom Services • Power Solutions • Technology • Facilities Management

006113

B-0327

SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B

Pre-bid meetings will/will not be held. If applicable, the pre-bid meeting will occur at _____ A.M./P.M. on _____, at CDC #2 - Governor Printz Blvd. Brandywine, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Forest Electric Corp., Two Penn Plaza, NY, NY 10121 Mail Code _____, if hand delivered to Owner c/o _____, Floor, _____, in each case for receipt by Owner by or before 3:00 P.M. on _____.

Owner:
Banc One Building Corporation
1 Bank One Plaza
Mail Code IL1-0505
Chicago, IL 60670-0503

Construction Contractor:
Creedon Controls, Inc.
3424 Old Capital Trail
Wilmington, DE 19808

Owner's Project Manager:
Karl Wm. Auwarter, VP, Real Estate
Building Owner/Manager: None

Construction Contractor's Key Staff Members:
Superintendent: _____
Assistant Superintendent: _____

Site:
Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, Delaware 19802

Other Key Staff:
Title _____ Name: _____

Construction Manager:
Tishman Construction Corporation of Maryland
666 Fifth Avenue
New York, New York 10103-0256

Construction Contractor's Authorized Signatories:
1. _____
2. _____
3. _____
4. _____

Electrical Trade Manager:
Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

This Single Project Construction Services Agreement is made as of the 2nd day of October, 2003 ("Agreement") between Electrical Trade Manager and Construction Contractor. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Construction Contractor, are herein called the "Contract" and the "Contract Documents". Electrical Trade Manager and Construction Contractor agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows:
Electrical Work as per RFP 6B – General Lighting & Power
2. Construction Contractor acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Construction Contractor's obligations under this Agreement will/will not (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.
4. Liquidated damages will/will-not (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day.
5. The "Contract Sum" is Three Million One Hundred Fifty-Two Thousand Dollars (\$3,152,000.00). The Contract Sum (subject to additions and deductions by change orders as provided by the Contract Documents) includes all costs and expenses related to the Work incurred by or on behalf of Construction Contractor and any costs or expenses in excess of the Contract Sum in anyway related to the Work or the Contract Documents shall be paid by Construction Contractor. Additionally, upon final completion of the Work at the time of the final payment being made to Construction Contractor, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.
6. Written notice shall be deemed to be duly served if served to the Electrical Trade Manager or Construction Contractor, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

With a copy to Owner:

Bank One
301 N. Walnut Street
Wilmington, DE 19801

Attention: Karl Auwarter

With a copy to:

Forest Electric Corp.
4001 Governor Printz Blvd.
Wilmington, DE 19802

Attention: Paul Angerame

If to Construction Contractor, addressed to:
Creedon Controls, Inc.
3424 Old Capital Trail
Wilmington, DE 19808

Attention:

If to Electrical Trade Manager, addressed to:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
Attention: Philip Altheim

7. Electrical Trade Manager hereby represents to Construction Contractor that (i) Owner has retained Electrical Trade Manager to act as Owner's construction managers to arrange for the construction of the Project; and (ii) Electrical Trade Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Contractor upon the terms and conditions set forth herein. All communications from Owner to Construction Contractor shall be delivered either (i) to Electrical Trade Manager with instructions to forward such communications to Construction Contractor, or (ii) directly to Construction Contractor with a simultaneous notification to Electrical Trade Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Electrical Trade Manager acting on Owner's behalf, and Construction Contractor shall be permitted to rely on all such written approvals unless and until Owner (and not Electrical Trade Manager) notifies Construction Contractor in writing to the contrary. Construction Contractor shall be entitled to rely on information communicated through the Electrical Trade Manager and work with the Electrical Trade Manager until Owner provides written notice of the termination of such Electrical Trade Manager's responsibilities or a substitution of such Electrical Trade Manager.

This Agreement shall be effective only when (i) Electrical Trade Manager executes and delivers this Single Project Construction Services Agreement to Construction Contractor, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, G and H (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CONSTRUCTION CONTRACTOR:

FIRM: CREEDON CONTROLS, INC.

By: _____

Name: _____

Title: _____

OWNER:

BANC ONE BUILDING CORPORATION,
an Illinois Corporation

By: Forest Electric Corp. as Banc One Building
Corporation's agent and Electrical Trade
Manager.

By: _____

Name: Philip Altheim

Title: Chairman/CEO

LIST OF EXHIBITS
TO
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

- EXHIBIT A COMPLETION SCHEDULE
- EXHIBIT B SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE
- EXHIBIT C PLANS AND SPECIFICATIONS
- EXHIBIT D WORK AREA
- EXHIBIT E MAXIMUM CHANGE ORDER RATES FOR OVERHEAD, PROFIT, CONTRACTOR'S FEE, AND GENERAL CONDITIONS
- EXHIBIT F RATES AND UNIT PRICES
- EXHIBIT G GENERAL CONDITIONS TO SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
- EXHIBIT H FOREST ELECTRIC RFP 6B BEST AND FINAL PRICE

EXHIBIT A

COMPLETION SCHEDULE

Project Completion Date - September 15, 2004

EXHIBIT B

SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE

Note: These schedules must specifically separate out the Cost of the Work, and Construction Contractor's Fee.

006119

B-1

Single Project Construction Services Agreement 3/03/2003

B-0333

EXHIBIT C

PLANS AND SPECIFICATIONS

Attached Rider "B", List of Drawings and Specifications dated July 14, 2003 and all bulletins and addenda issued thereafter. Refer also to RFP 6B.

C-1

006120

Single Project Construction Services Agreement 3/03/2003

B-0334

**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

July 14, 2003

DWG./Spec No.	Description	Date
CIVIL		
C-201	General Development Plan - Cover Sheet	April 30, 2003
C-202	Lines and Grades Plan	April 30, 2003
C-203	Lines and Grades Plan	April 30, 2003
C-204	Erosion and Sediment Control Plan	April 30, 2003
C-205	Erosion and Sediment Control Plan	April 30, 2003
C-206	Construction Details	April 30, 2003
C-207	Construction Details	April 30, 2003
C-208	Construction Details	April 30, 2003
C-209	Construction Details	April 30, 2003
C-210	Construction Details and Notes	April 30, 2003
C-301	Entrance/Exit Plan	July 14, 2003
C-302	Entrance/Exit Plan	July 14, 2003
C-303	Entrance/Exit Plan	July 14, 2003
C-304	Entrance/Exit Plan	July 14, 2003
C-401	Fire Marshall Plan	April 30, 2003
C-501	Sanitary Sewer Construction Plan	
C-502	Sanitary Sewer Construction Plan	
C-503	Sanitary Sewer Construction Plan	
LANDSCAPE		
L101	Planting and Seeding Plan	April 30, 2003
L102	Planting and Seeding Plan	April 30, 2003
ARCHITECTURAL		
A00.00	Drawing Index, Vicinity Map, Location Map & Project Information	July 14, 2003
A00.01	Graphic Symbols and Abbreviations	July 14, 2003
A00.20	Overall Egress Plan and Occupancy Information	July 14, 2003
A00.50	Site Plan	July 14, 2003
A00.51	Enlarged Site Plans	July 14, 2003
A00.52	Site Elevations and Details	July 14, 2003
A01.01	Overall Slab Plan	June 11, 2003
A01.02	Overall Shell Construction Plan	July 14, 2003
A01.03	Overall Interior Construction Plan	July 14, 2003
A01.04	Overall Roof Plan	June 11, 2003
A01.05	Overall Roof Equipment Plan	June 11, 2003
A02.01.1	First Floor Slab Plan - Area A	July 14, 2003
A02.01.2	First Floor Slab Plan - Area B	July 14, 2003
A02.01.3	First Floor Slab Plan - Administration Area	July 14, 2003
A02.02.1	First Floor Shell Construction Plan - Area A	June 11, 2003
A02.02.2	First Floor Shell Construction Plan - Area B	July 14, 2003
A02.02.3	First Floor Shell Construction Plan - Administration Area	July 14, 2003
A02.03.1	First Floor Interior Construction Plan - Area A	July 14, 2003
A02.03.2	First Floor Interior Construction Plan - Area B	July 14, 2003
A02.03.3	First Floor Interior Construction Plan - Administration Area	July 14, 2003
A02.04.1	Roof Plan - Area A	July 14, 2003
A02.04.2	Roof Plan - Area B	July 14, 2003
A02.04.3	Roof Plan - Administration Area	July 14, 2003
A02.05.1	Roof Equipment Plan - Area A	July 14, 2003
A02.05.2	Roof Equipment Plan - Area B	July 14, 2003
A02.05.3	Roof Equipment Plan - Administration Area	June 11, 2003
A02.10	Enlarged Generator Plans	July 14, 2003
AD3.01	Enlarged Power & Communication Plans	July 14, 2003
A04.01	Enlarged Reflected Ceiling Plans	July 14, 2003
A05.00.1	Room Finish Schedule & Finish Schedule	July 14, 2003
A05.01	Enlarged Finish Plans	July 14, 2003
A06.01	Enlarged Furniture Plans	July 14, 2003
A08.00	Enlarged Toilet Room Plans	July 14, 2003
A08.10	Enlarged Vestibule Plans, Elevations, & Details	July 14, 2003
A08.00	Exterior Building Elevations	July 14, 2003
A08.10	Building Sections	July 14, 2003
A09.11	Building Sections	July 14, 2003
A09.20	Enlarged Exterior Elevations-Administration Area	June 11, 2003
A09.21	Enlarged Exterior Elevations	June 11, 2003
A09.22	Enlarged Exterior Elevations	June 11, 2003
A09.23	Enlarged Exterior Elevations	June 11, 2003
A09.24	Enlarged Exterior Elevations	July 14, 2003
A09.30	Wall Sections	July 14, 2003
A09.31	Wall Sections	July 14, 2003
A09.32	Wall Sections - Administration Area	July 14, 2003
A10.00	Stair #1 - Plans & Sections	July 14, 2003
A10.01	Stair #2 - Plans & Sections	July 14, 2003

006121

Page 1 of 8

B-0335

**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications.**

July 14, 2003

DWG/Spec No.	Description	Date
A11.00	Interior Elevations	July 14, 2003
A11.01	Interior Elevations	July 14, 2003
A11.02	Interior Elevations	July 14, 2003
A11.10	Interior Elevations - Toilet Rooms	July 14, 2003
A11.11	Interior Elevations-Break & Service Counters, Admin. Areas	July 14, 2003
A11.12	Interior Elevations	July 14, 2003
A12.00	Foundation Details	June 11, 2003
A12.01	Precast Concrete Panel Types	July 14, 2003
A12.02	Precast Concrete Panel Details	July 14, 2003
A12.03	Metal Panel & Curtain Wall Sectional Details - Administration Area	July 14, 2003
A12.04	Metal Panel & Curtain Wall Plan Details - Administration Area	July 14, 2003
A12.10	Exterior Details - Generator Shaft - North	July 14, 2003
A12.11	Exterior Details - Generator Shaft - South	July 14, 2003
A12.12	Expansion Joint Details	July 14, 2003
A12.13	Expansion Joint Details	July 14, 2003
A12.20	Roof Details	July 14, 2003
A12.21	Roof Details - Administration Area	July 14, 2003
A13.00	Partition Types	July 14, 2003
A13.01	Partition Types & Details	July 14, 2003
A13.20	Door Schedule	July 14, 2003
A13.30	Door Types & Door Details	July 14, 2003
A13.31	Door Details	July 14, 2003
A13.40	Millwork Details	July 14, 2003
A13.50	Ceiling Details	July 14, 2003
A13.60	Raised Floor Details & Misc. Details	July 14, 2003
STRUCTURAL		
S00.00	General Notes	June 11, 2003
S01.01.1	Foundation Plan - Area A	July 14, 2003
S01.01.2	Foundation Plan - Area B	July 14, 2003
S01.01.3	Foundation Plan - Area C	July 14, 2003
S01.02.1	Roof Framing Plan - Area A	July 14, 2003
S01.02.2	Roof Framing Plan - Area B	July 14, 2003
S01.02.3	Roof Framing Plan - Area C	July 14, 2003
S02.00	Foundation Details	July 14, 2003
S02.01	Foundation Details	June 11, 2003
S02.02	Foundation Details	June 11, 2003
S02.03	Retaining Wall Plan and Details	June 11, 2003
S03.00	Steel Column Schedule and Details	June 11, 2003
S03.01	Steel Bracing Elevations	July 14, 2003
S03.02	Bracing Details	June 11, 2003
S03.03	Typical Steel Details	June 11, 2003
S03.04	Typical Composite Details	June 11, 2003
S03.05	Steel Details	June 11, 2003
S03.06	Steel Details	June 11, 2003
S05.00	Masonry Details	June 11, 2003
S05.01	Masonry Details	June 11, 2003
MECHANICAL DRAWINGS		
M001	Legends, Abbreviations & Symbols	July 14, 2003
M101-A	Floor Plan - Ductwork - Part A	July 14, 2003
M101-B	Floor Plan - Ductwork - Part B	July 14, 2003
M101-C	Floor Plan - Ductwork - Part C (Admin)	July 14, 2003
M102-A	Roof Plan - Part A	July 14, 2003
M102-B	Roof Plan - Part B	July 14, 2003
M102-C	Roof Plan - Part C (Admin)	July 14, 2003
M201-A	Floor Plan - Piping - Part A	July 14, 2003
M201-B	Floor Plan - Piping - Part B	July 14, 2003
M301	Part. Plan Chiller Room A	July 14, 2003
M302	Part. Plan Chiller Room B	July 14, 2003
M303	Part. Plan Cooling Towers & Sections	July 14, 2003
M304	Under Floor Piping Details	July 14, 2003
M305	Part. Plan Fan Room #1	July 14, 2003
M306	Part. Plan Fan Room #2	July 14, 2003
M307	Part. Plan Generator Room	July 14, 2003
M308	Chiller Room Sections	July 14, 2003
M401	Chilled & Condenser Water Piping Flow Diagrams	July 14, 2003
M402	Air Flow Schematics - 1	July 14, 2003
M403	Air Flow Schematics - 2	July 14, 2003
M404	Motor Control Centers	July 14, 2003
M405	Wiring Diagrams	July 14, 2003

006122

**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

July 14, 2003

DWG./Spec No.	Description	Date
M502	Ductwork Details - 2	July 14, 2003
M503	Piping Details - 1	July 14, 2003
M504	Piping Details - 2	July 14, 2003
M601	HVAC Equipment Schedules - 1	July 14, 2003
M602	HVAC Equipment Schedules - 2	July 14, 2003
M603	HVAC Equipment Schedules - 3	July 14, 2003
M604	HVAC Equipment Schedules - 4	July 14, 2003
M605	HVAC Equipment Schedules - 5	July 14, 2003
M700	HVAC Control Points	July 14, 2003
M701	HVAC Control - Module Riser	July 14, 2003
M702	HVAC Control Points List - 1	July 14, 2003
M703	HVAC Control Points List - 2	July 14, 2003
M704	HVAC Control Points List - 3	July 14, 2003
M705	HVAC Control Points List - 4	July 14, 2003
M706	HVAC Control Points List - 5	July 14, 2003
M707	HVAC Control Points List - 6	July 14, 2003
M708	HVAC Control Points List - 7	July 14, 2003
M709	HVAC Control Points List - 8	July 14, 2003
M710	HVAC Control Points List - 9	July 14, 2003
M711	HVAC Control Points List - 10	July 14, 2003
M712	HVAC Control Points List - 11	July 14, 2003
M713	HVAC Control Points List - 12	July 14, 2003
M714	HVAC Control Points List - 13	July 14, 2003
PLUMBING		
P001	Symbol List, General Notes, Schedules and Details	June 11, 2003
P100A	Underground Floor Plan - Part A	July 14, 2003
P100B	Underground Floor Plan - Part B	May 23, 2003
P100C	Underground Floor Plan - Part C	July 14, 2003
P101-A	Floor Plan - Part A	June 11, 2003
P101-B	Floor Plan - Part B	July 14, 2003
P101-C	Floor Plan - Part C	July 14, 2003
P102-A	Roof Plan - Part A	July 14, 2003
P102-B	Roof Plan - Part B	July 14, 2003
P102-C	Roof Plan - Part C	June 11, 2003
P201	Partial Underground Floor Plan	May 23, 2003
P202	Partial Underground Floor Plans	July 14, 2003
P203	Partial Floor Plan	July 14, 2003
P204	Partial Floor Plan	July 14, 2003
P301	Water Storage Tank Detail	July 14, 2003
P302	Sanitary Riser Diagram	July 14, 2003
P303	Sanitary Riser Diagram	July 14, 2003
P304	Domestic Water Riser Diagram	July 14, 2003
FIRE PROTECTION DRAWINGS		
FP001	Symbol List, General Notes, Schedules and Details	July 14, 2003
FP101-A	Floor Plan - Part A	July 14, 2003
FP101-B	Floor Plan - Part B	July 14, 2003
FP101-C	Floor Plan - Part C	July 14, 2003
FP201	Partial Floor Plans and Details	July 14, 2003
ELECTRICAL		
E001	Abbreviations and Symbol List	May 23, 2003
E002	General Notes and Lighting Fixture Schedule	July 14, 2003
ES001	Electrical Site Plan	May 23, 2003
E101-A	Lighting Floor Plan - Part A	July 14, 2003
E101-B	Lighting Floor Plan - Part B	July 14, 2003
E101-C	Lighting Floor Plan - Part C	July 14, 2003
E101-D	Lighting Floor Plan - Part D	July 14, 2003
E101-E	Lighting Floor Plan - Part E	July 14, 2003
E101-F	Lighting Floor Plan - Part F	July 14, 2003
E101-G	Lighting Floor Plan - Part G	July 14, 2003
E101-H	Lighting Floor Plan - Part H (Admin. Area)	July 14, 2003
E102	Lighting Site Plan	July 14, 2003
E202-A	Power Floor Plan - Part A	May 23, 2003
E202-B	Power Floor Plan - Part B	May 23, 2003
E202-C	Power Floor Plan - Part C	May 23, 2003
E202-D	Power Floor Plan - Part D	May 23, 2003
E202-E	Power Floor Plan - Part E	May 23, 2003
E202-F	Power Floor Plan - Part F	May 23, 2003
E202-G	Power Floor Plan - Part G	May 23, 2003
E203-A	Power Floor Plan-RPP's, Receptacles and Phones Pad-A	July 14, 2003

006123

B-0337

Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG/Spec No.	Description	Date
E203-C	Power Floor Plan-RPP's, Receptacles and Phones Part-C	July 14, 2003
E203-D	Power Floor Plan-RPP's, Receptacles and Phones Part-D	July 14, 2003
E203-E	Power Floor Plan-RPP's, Receptacles and Phones Part-E	July 14, 2003
E203-F	Power Floor Plan-RPP's, Receptacles and Phones Part-F	July 14, 2003
E203-G	Power Floor Plan-RPP's, Receptacles and Phones Part-G	July 14, 2003
E203-H	Power Floor Plan-RPP's, Receptacles and Phones Part-H-Admin Area	July 14, 2003
E204-A	Power & Lighting Roof Plan-Part-A	July 14, 2003
E204-B	Power & Lighting Roof Plan-Part-B	July 14, 2003
E204-C	Power & Lighting Roof Plan-Part-C	July 14, 2003
E302-A	Underground Grounding Plan - Part A	July 14, 2003
E302-B	Underground Grounding Plan - Part B	July 14, 2003
E302-C	Underground Grounding Plan - Part C (Admin. Area)	July 14, 2003
E303-A	Lightning Protection Roof Plan-Part A	July 14, 2003
E303-B	Lightning Protection Roof Plan-Part B	July 14, 2003
E303-C	Lightning Protection Roof Plan-Part-C - Admin Area	July 14, 2003
E304-A	Fire Alarm Floor Plan-Part A	July 14, 2003
E304-B	Fire Alarm Floor Plan-Part B	July 14, 2003
E304-C	Fire Alarm Floor Plan-Part C (Admin)	July 14, 2003
E305-A	ASSD Floor Plan-Part A	July 14, 2003
E305-B	ASSD Floor Plan-Part B	July 14, 2003
E306-A	Power Underground Conduit Layout Plan - Part A	May 23, 2003
E306-B	Power Underground Conduit Layout Plan - Part B	May 23, 2003
E307-A	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part A	May 23, 2003
E307-B	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part B	May 23, 2003
E308-A	EPMS and BMS Lan Cable Plan - Part A	July 14, 2003
E308-B	EPMS and BMS Lan Cable Plan - Part B	July 14, 2003
E401-A	Main One Line Diagram	May 23, 2003
E401-B	Distribution One Line Diagram - Computer Substations 1A, 1B, 2A, 2B, MLBA & MLBB	May 23, 2003
E401-C	Distribution One Line Diagram - Computer Substations 3A, 3B, 4A & 4B	May 23, 2003
E401-E	Distribution One Line Diagram - Mechanical Substations 1A and 1B	May 23, 2003
E401-F	Distribution One Line Diagram - Mechanical Substations 2A and 2B	May 23, 2003
E401-H	Distribution One Line Diagram - Critical Output Distribution Switchgear 1A and 1B	May 23, 2003
E401-I	Distribution One Line Diagram - Critical Output Distribution Switchgear 2A and 2B	May 23, 2003
E401-J	Distribution One Line Diagram - Critical Output Distribution Switchgear 3A and 3B	May 23, 2003
E401-K	Distribution One Line Diagram - Critical Output Distribution Switchgear 4A and 4B	May 23, 2003
E402	Part One Line Diagrams for Kirt Key and Synch. Check Relaying	July 14, 2003
E403	12KV Distribution Switchgear "MD-A" & "MD-B" Relay Diagrams	July 14, 2003
E404	Generator Switchgear and Generator Relay Diagrams	July 14, 2003
E405-A	EMPS Typical for 43.5KV, 13.8KV A & B MV CB	July 14, 2003
E405-B	EPMS Main Distribution Switchgear 1	July 14, 2003
E405-C	EPMS Main Distribution Switchgear 2	July 14, 2003
E405-D	EPMS Diesel Generator	July 14, 2003
E405-E	EPMS Diesel Generator Switchgear	July 14, 2003
E405-F	EPMS Computer Substation Sides A & B	July 14, 2003
E405-G	EPMS Mechanical Substation Sides A & B	July 14, 2003
E405-H	EPMS Loadbank Substation A & B	July 14, 2003
E405-I	EPMS UPS & SSC Output Switchgear	July 14, 2003
E405-J	EPMS Critical Output Distribution Switchgear	July 14, 2003
E405-K	EPMS All Critical Output Switchgear	July 14, 2003
E405-L	EPMS UPS MB A & B	July 14, 2003
E405-M	RPP	July 14, 2003
E406-A	EPMS Screen Flow and Summary Description	July 14, 2003
E406-B	EPMS #1 Screen Name List	July 14, 2003
E406-C	EPMS #2 Screen Name List	July 14, 2003
E406-D	EPMS #3 Screen Name List	July 14, 2003
E406-E	EPMS #4 Screen Name List	July 14, 2003
E407-A	EPMS System Cabling and Details	July 14, 2003
E407-B	EPMS & BMS Lan Details	July 14, 2003
E408	EPMS GPS System Diagrams	July 14, 2003
E409	Control Block Diagram	July 14, 2003
E410	Control Wiring Block Diagram	July 14, 2003
E411-A	EPO Diagram-Data Center 'A' and Generator Rooms 1A and 1B	July 14, 2003
E411-B	EPO Diagram-Data Center 'B' and Generator Rooms 2A and 2B	July 14, 2003
E412	125VDC Battery System	July 14, 2003
E422	Fire Alarm and ASSD System Connection Diagram and Mounting Details	July 14, 2003
E501	Lighting Panel Schedules	July 14, 2003
E502-A	UPS Receptacle Panel Schedules	July 14, 2003
E502-B	UPS Receptacle Panel Schedules	July 14, 2003
E503	Receptacle Panel Schedules	July 14, 2003
E504-A	Mechanical Equipment Panel Schedules	July 14, 2003
E504-B	Mechanical Equipment Panel Schedules	July 14, 2003
E504-C	Mechanical Equipment Panel Schedules	July 14, 2003

006124

Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG/Spec No.	Description	Date
E505-A	PP Panel Schedules	July 14, 2003
E505-B	PP Panel Schedules	July 14, 2003
E506	Miscellaneous Mechanical Loads	July 14, 2003
E507-A	DC "A" Panel Schedules	July 14, 2003
E507-B	DC "B" Panel Schedules	July 14, 2003
E601	Grounding Details Part 1	May 23, 2003
E602	Grounding Details Part 2	May 23, 2003
E603	Lighting Control Panel Schedules and Details	
E604	Smoke Detection and Fire Alarm Details	July 14, 2003
E605	Lighting Details	July 14, 2003
E606	Lightning Protection Details	July 14, 2003
E607	Power Underground Conduit Sections and Details	May 23, 2003
E610	Switchgear Elevations	July 14, 2003
E611	Switchgear Elevations	July 14, 2003
E612	Electrical Details	July 14, 2003
E613	Underfloor Receptacle Details	July 14, 2003
SECURITY DRAWINGS		
SE001	Security Symbols, Drawing List and Notes	May 23, 2003
SE101-A	Floor Security Plan - Part A	May 23, 2003
SE101-B	Floor Security Plan - Part B	May 23, 2003
SE101-C	Security Floor Plan - Part C - Admin. Area & Site Gate Security Part Plan	May 23, 2003
SE401	Security Block Diagrams & Riser Diagram	July 14, 2003
SE601	Security System Details Sheet #1	July 14, 2003
SE602	Security System Details Sheet #2	July 14, 2003
FUEL OIL		
F101	Part Site and Generator Room Plan - Gen. Rms 1A and 2A	May 23, 2003
F102	Part Site and Generator Room Plan - Gen. Rms 1B and 2B	May 23, 2003
F103	Part Plans and Sections	July 14, 2003
F401	Fuel Oil Flow Diagram - Gen. Rms 1A and 1B	April 30, 2003
F402	Fuel Oil Flow Diagram - Gen. Rms 2A and 2B	April 30, 2003
F403	Fuel Oil System Connection Diagrams	April 30, 2003
F404	Fuel Oil System Monitoring System	April 30, 2003
F405	Fuel Oil Control Diagram	July 14, 2003
F501	Underground Fuel Oil Storage Tank Details	April 30, 2003
F502	Details	April 30, 2003
DIVISION 1		
GENERAL REQUIREMENTS		
01100	Summary	April 18, 2003
01140	Work Restrictions	April 18, 2003
01210	Allowances	April 18, 2003
01250	Contract Modification Procedures	April 18, 2003
01270	Unit Prices	April 18, 2003
01290	Payment Procedures	April 18, 2003
01310	Project Management And Coordination	April 18, 2003
01320	Construction Progress Documentation	April 18, 2003
01330	Submittal Procedures	April 18, 2003
01331	Coordination Drawings CAD Waiver	April 18, 2003
01400	Quality Requirements	April 18, 2003
01420	References	April 18, 2003
01500	Temporary Facilities And Controls	April 18, 2003
01600	Product Requirements Substitution Request	April 18, 2003
01700	Execution Requirements	April 18, 2003
01731	Cutting And Patching	April 18, 2003
01770	Closeout Procedures	April 18, 2003
01771	Final Cleaning	June 11, 2003
DIVISION 2		
SITE CONSTRUCTION		
02100	Site Preparation	April 18, 2003
02200	Site Excavation, Filling and Grading	April 18, 2003
02270	Temporary Erosion and Sediment Control Measures	April 18, 2003
02271	RIPRAP	April 30, 2003
02430	Catch Basins	April 30, 2003
02484	Topselling	April 30, 2003
02486	Fertilizing and Seeding	April 30, 2003
02489	Mulching	April 30, 2003
02490	Sodding	April 30, 2003
02482	Watering	April 30, 2003
02504	Pavement Milling	April 30, 2003
02510	Concrete Sidewalks	April 30, 2003
02511	Seal Coat	April 30, 2003

**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

July 14, 2003

DWG./Spec No.	Description	Date
02513	Bltuminous Concrete Paving, Hot-Mixed	April 30, 2003
02514	Adjusting and Repairing Existing Catch Basins and Manholes	April 30, 2003
02520	Portland Cement Concrete Paving	April 30, 2003
02528	Concrete Curb	April 30, 2003
02579	Pavement Millings	April 30, 2003
02605	Manholes	April 30, 2003
02610	Reinforced Concrete Pipe/HDPE	April 30, 2003
02612	PVC Sanitary Sewer and Pipe Fittings	April 30, 2003
02620	Subdrainage	April 30, 2003
02622	PVC Storm Sewer Pipe and Fittings	April 30, 2003
02665	Ductile Iron Pipe and Fittings	April 30, 2003
02668	Water Valves and Valve Boxes	April 30, 2003
02669	Standard Fire Hydrant	April 30, 2003
02721	Junction Boxes	April 30, 2003
02900	General Planting	April 30, 2003
02910	Topsoil and Seeding	April 30, 2003
DIVISION 3	CONCRETE	
03100	Concrete Formwork	April 30, 2003
03200	Concrete Reinforcement and Embedded Assemblies	April 30, 2003
03300	Concrete	April 30, 2003
03450	Plant-Precast Architectural Concrete	May 7, 2003
DIVISION 4	MASONRY	
04820	Unit Masonry Assemblies	June 11, 2003
DIVISION 5	METALS	
05120	Structural Steel	May 7, 2003
05300	Meat Deck	May 7, 2003
05511	Metal Stairs	June 11, 2003
05521	Exterior Pipe and Tube Railings	June 11, 2003
05811	Architectural Joint Systems	June 11, 2003
DIVISION 6	WOOD & PLASTICS	
06105	Miscellaneous Carpentry	July 14, 2003
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
07115	Bltuminous Dampproofing	June 11, 2003
07210	Building Insulation	June 11, 2003
07412	Metal Wall Panels	June 11, 2003
07552	SBS-Modified Bltuminous Membrane Roofing	June 11, 2003
07620	Sheet Metal Flashing and Trim	June 11, 2003
07716	Roof Expansion Assemblies	June 11, 2003
07720	Roof Accessories	June 11, 2003
07841	Through-Penetration Firestop Systems	April 30, 2003
07900	Joint Sealers	April 30, 2003
07920	Joint Sealants	June 11, 2003
DIVISION 8	DOORS AND WINDOWS	
08111	Steel Doors and Frames	June 11, 2003
08125	Interior Aluminum Frames	July 14, 2003
08211	Flush Wood Doors	July 14, 2003
08311	Access Doors and Frames	July 14, 2003
08331	Overhead Celling Doors	June 11, 2003
08411	Aluminum Entrances and Storefronts	June 11, 2003
08700	Door Hardware (CDC2)	June 11, 2003
08711	Door Hardware	July 14, 2003
08716	Power Door Operators	July 14, 2003
08800	Glazing	June 11, 2003
08911	Structural Glazed Aluminum Curtain Wall	June 11, 2003
DIVISION 9	FINISHES	
09200	Gypsum Board Assemblies	June 11, 2003
09310	Ceramic Tile	July 14, 2003
09511	Acoustical Panel Ceilings	July 14, 2003
09514	Acoustical Metal Pan Ceiling	July 14, 2003
09654	Linoleum Floor Coverings	July 14, 2003
09681	Carpet Tile	July 14, 2003
09922	Interior Painting (Professional Line Products)	July 14, 2003
09960	High-Performance Coatings	June 11, 2003

006126

**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

July 14, 2003

DWG/Spec No.	Description	Date
DIVISION 10	SPECIALTIES	
10101	Presentation Dry Erase Wallcovering	July 14, 2003
10155	Toilet Compartments	July 14, 2003
10200	Louvers and Vents	June 11, 2003
10265	Impact-Resistant Wall Protection	July 14, 2003
10270	Access Flooring	July 14, 2003
10505	Metal Lockers	July 14, 2003
10520	Fire-Protection Specialties	July 14, 2003
10605	Wire Mesh Partitions	July 14, 2003
10801	Toilet and Bath Accessories	July 14, 2003
DIVISION 11	EQUIPMENT	
11010	Window Washing Systems	July 14, 2003
11160	Loading Dock Equipment	June 11, 2003
DIVISION 12	FURNISHINGS	
12484	Floor Mats and Frames	July 14, 2003
12491	Horizontal Louver Blinds	July 14, 2003
DIVISION 13	SPECIAL CONSTRUCTION	
13700	SECURITY ACCESS AND SURVEILLANCE	July 14, 2003
13701	ACCESS CONTROL & ALARM MONITORING SYSTEMS	July 14, 2003
13702	CLOSED-CIRCUIT TELEVISION SYSTEMS	July 14, 2003
DIVISION 14	CONVEYING SYSTEMS	
14610	Fixed Hoists	July 14, 2003
DIVISION 15	MECHANICAL	
15020H	HVAC REQUIREMENTS	July 14, 2003
15145H	HANGERS AND SUPPORTS	July 14, 2003
15170H	MOTORS	July 14, 2003
15175H	MOTOR CONTROLLERS	July 14, 2003
15180H	MOTOR-CONTROL CENTERS	July 14, 2003
15190H	HVAC IDENTIFICATION	July 14, 2003
15200H	INSULATION	July 14, 2003
15241H	HVAC VIBRATION CONTROLS AND SEISMIC RESTRAINTS	July 14, 2003
15491H	FUEL-OIL SYSTEM	July 14, 2003
15500H	PIPING SYSTEMS	July 14, 2003
15540H	HVAC PUMPS	July 14, 2003
15545H	WATER TREATMENT	July 14, 2003
15560H	LIQUID LEAK DETECTION SYSTEMS	July 14, 2003
15575H	BREECHINGS, CHIMNEYS AND STACKS	July 14, 2003
15600H	REFRIGERATION SYSTEM EQUIPMENT	July 14, 2003
15761H	AIR COILS	July 14, 2003
15784H	COMPUTER-ROOM AIR-CONDITIONING UNITS INSTALLATION	July 14, 2003
15805H	DIESEL ENGINE INSTALLATION	July 14, 2003
15810H	HUMIDIFIERS	July 14, 2003
15832H	FINNED-TUBE RADIATION	July 14, 2003
15835H	UNIT HEATERS	July 14, 2003
15850H	FANS	July 14, 2003
15854H	CENTRAL-STATION AIR-HANDLING UNITS	July 14, 2003
15856H	INTAKE AND RELIEF VENTILATORS	July 14, 2003
15890H	SHEET METAL WORK	July 14, 2003
15933H	AIR TERMINALS	July 14, 2003
15990H	TESTING, ADJUSTING AND BALANCING	July 14, 2003
DIVISION 15	Plumbing	
15020P	PLUMBING REQUIREMENTS	July 14, 2003
15100P	PLUMBING VALVES	July 14, 2003
15135P	PLUMBING METERS AND GAGES	July 14, 2003
15145P	Plumbing Hangers and Supports	June 11, 2003
15170P	PLUMBING MOTORS	July 14, 2003
15190P	Plumbing Identification	June 11, 2003
15241P	Plumbing Vibration Controls and Seismic Restraints	June 11, 2003
15260P	Plumbing Insulation	June 11, 2003
15321P	ELECTRIC-DRIVE, VERTICAL FIRE PUMPS	July 14, 2003
15325P	FIRE-SUPPRESSION SPRINKLERS	July 14, 2003
15411P	PLUMBING WATER DISTRIBUTION PIPING	July 14, 2003
15420P	PLUMBING DRAINAGE AND VENT PIPING	July 14, 2003
15430P	PLUMBING SPECIALTIES	July 14, 2003
15440P	Plumbing Fixtures	June 11, 2003
15441P	COOLING TOWER WATER MAKEUP PUMPS	July 14, 2003

006127

Page 7 of 8

**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

July 14, 2003

DWG/Spec No.	Description	Date
15452P	SUMP PUMPS	July 14, 2003
15461P	Electric Water Heaters	June 14, 2003
DIVISION 16		
16050	ELECTRICAL	
16055	BASIC ELECTRICAL REQUIREMENTS	July 14, 2003
16071	TEMPORARY ELECTRICAL FACILITIES FOR CONSTRUCTION	July 14, 2003
16075	SEISMIC CONTROLS FOR ELECTRICAL WORK	July 14, 2003
16080	ELECTRICAL IDENTIFICATION	July 14, 2003
16120	ACCEPTANCE TESTING	July 14, 2003
16121	CONDUCTORS AND CABLES	July 14, 2003
16124	CONTROL/SIGNAL TRANSMISSION MEDIA	July 14, 2003
16130	MEDIUM-VOLTAGE CABLES	July 14, 2003
16140	RACEWAYS, BOXES AND CABINETS	July 14, 2003
16145	WIRING DEVICES	July 14, 2003
16312I	LIGHTING CONTROL DEVICES	July 14, 2003
16344I	12KV-480/277 VOLT SUBSTATIONS - Installation Only	July 14, 2003
16345I	12KV DISTRIBUTION SWITCHGEARS - Installation Only	July 14, 2003
16415	12KV PARALLELING SWITCHGEAR - Installation Only	July 14, 2003
16425	TRANSFER SWITCHES	July 14, 2003
16426I	SWITCHBOARDS	July 14, 2003
16441I	SWITCHGEARS (CRITICAL OUTPUT DISTRIBUTION) - Installation Only	July 14, 2003
16452	ALTERNATE CRITICAL SWITCHBOARDS - Installation Only	July 14, 2003
16461	GROUNDING	July 14, 2003
16470	DRY TYPE TRANSFORMERS (500V AND LESS)	July 14, 2003
16471I	PANELBOARDS	July 14, 2003
16475	POWER DISTRIBUTION UNIT (PDU'S) - Installation Only	July 14, 2003
16476	FUSES	July 14, 2003
16480I	DISCONNECT SWITCHES AND CIRCUIT BREAKERS	July 14, 2003
16511	LOAD BANKS - Installation Only	July 14, 2003
16521	INTERIOR LIGHTING	July 14, 2003
16610I	EXTERIOR LIGHTING	July 14, 2003
16621I	UNINTERRUPTIBLE POWER SUPPLY SYSTEM - Installation Only	July 14, 2003
16637I	PACKAGED ENGINE GENERATORS - Installation Only	July 14, 2003
16722	REMOTE POWER PANELS (RPP'S) - Installation Only	July 14, 2003
16723	AIR SAMPLING SMOKE DETECTION SYSTEMS	July 14, 2003
16997	ADDRESSABLE FIRE ALARM SYSTEMS	July 14, 2003
	ELECTRICAL SYSTEM COMMISSIONING REQUIREMENTS	July 14, 2003
DIVISION 17		
17975H	HVAC CONTROL SYSTEMS	July 14, 2003
	HVAC CONTROL SYSTEMS	

006128

EXHIBIT D

WORK AREA

4001 Governor Printz Blvd.
Wilmington, Delaware 19802

D-1

Single Project Construction Services Agreement 3/03/2003

006129

B-0343

EXHIBIT E

MAXIMUM CHANGE ORDER RATES FOR OVERHEAD,
PROFIT, CONSTRUCTION CONTRACTOR'S FEE

1. Construction Contractor may add to its "on-site" cost of extra Work when such Work is performed directly at the site with its own personnel, equipment and materials, it being agreed by Construction Contractor that it will not subcontract out work when it would be more efficient (both in terms of time and money) for Construction Contractor's own personnel to perform such work.
15 % for all of Construction Contractor's Fee related to such Change Order
2. Construction Contractor may add an additional percentage to subcontractor's costs for administration and supervision of extra Work by a subcontractor.
6 % for all of Construction Contractor's Fee related to such Change Order
3. Construction Contractor shall deduct over and above his "on-site" cost of deleted Work when such Work would have been performed directly at the Site with its own personnel, equipment and materials.
15 % for all of Construction Contractor's Fee related to such Change Order
4. Construction Contractor shall deduct an additional percentage over and above subcontractor's credit for administration and supervision of extra Work by a subcontractor.
6 % for all of Construction Contractor's Fee related to such Change Order

EXHIBIT F

RATES AND UNIT PRICES

<u>Item</u>	<u>Price</u>
-------------	--------------

F-1

Single Project Construction Services Agreement 3/03/2003

006131

B-0345

EXHIBIT G

GENERAL CONDITIONS
TO
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

These General Conditions are attached to and made a part of the Single Project Construction Services Agreement ("Agreement"). All terms defined either in the Agreement or in these General Conditions shall have the meaning ascribed thereto wherever used in the Contract Documents. Terms and abbreviations not specifically defined in the Contract Documents which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 1 WORK

1.01 Construction Contractor shall perform or cause to be performed, in a first class manner and in accordance with the Contract, all work set forth in, contemplated by or reasonably inferable as being necessary to produce the intended results from, the plans and specifications listed on Exhibit C to the Agreement (as supplemented and modified by Owner throughout the design process), including all labor and materials to complete the general description of such work contained in the Agreement and all movable furnishings specifically identified as being the responsibility of or to be performed by Construction Contractor on such plans and specifications (as supplemented and modified by Owner throughout the design process) and excluding movable furnishings specified or indicated on such plans and specifications to be excluded or to be the responsibility of Owner or Owner's other contractors or consultants (collectively all such labor, materials, and services to be provided by Construction Contractor are herein called the "Work"). In the event of any discrepancy between large-scale plans and small-scale plans, the large-scale plans shall govern. The foregoing shall not relieve Construction Contractor of Construction Contractor's responsibility to advise Owner of any inconsistencies in any of the plans and specifications which a fully competent first class contractor could reasonably be expected to discover upon review of the plans and specifications. Except as set forth above, if any of the Contract Documents imposes a different or greater obligation or limitation upon Construction Contractor than another Contract Document, the Contract Document imposing the greater obligation or limitation on Construction Contractor shall govern and prevail. Plans and specifications which are either (i) necessary for the proper execution and completion of the Work or for the proper operation of the completed improvements or (ii) consistent with and reasonably inferable from the plans and specifications attached hereto as Exhibit C (as supplemented and modified by Owner throughout the design process) as being part of the scope of the Work may hereafter be furnished and will be incorporated in Exhibit C and into the Work at no additional cost to Owner. Construction Contractor acknowledges that it has participated and will participate in meetings with Owner and its design professionals and Construction Contractor has been given ample opportunity to obtain a thorough understanding of the intended final product and fully reviewed the plans and specifications listed on Exhibit C, and thus Construction Contractor hereby agrees that no increase in the Contract Sum shall result unless a change in scope occurs as evidenced by a written change order executed by Owner and Construction Contractor. Construction Contractor shall participate in the value engineering by proposing appropriate and suitable alternatives to achieve the intended design, functionality and quality in a manner that will best enable the Work to be completed within the budget and schedule therefor and shall cooperate and work with the Owner and its consultants as part of an integrated team to maximize the quality of the improvements contemplated by the Work and its components and systems while minimizing the cost of the Work and meeting the requirements of the schedule therefor.

1.02 As between Owner and Construction Contractor, all plans and specifications for the Work and other material related to the Work prepared by Construction Contractor or furnished to Construction Contractor by Owner are and shall remain Owner's property, and shall be used by Construction Contractor only with respect to the Work. Construction Contractor acknowledges that a confidential relationship has been established between Owner and Construction Contractor and that Owner may communicate to Construction Contractor certain confidential information to enable Construction Contractor to render the services required in the Contract. Construction Contractor agrees (i) to treat and to obligate its consultants, employees, and subcontractors to consider and treat all information as secret and confidential, and (ii) not to disclose or issue any information or make available any reports, recommendations and/or conclusions in connection with the Work or the Site, which Construction

Contractor may make to Owner, or any drawings, to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Owner's prior written approval.

1.03 The Contract Documents represent the entire and integrated agreement between Owner and Construction Contractor and shall be deemed to supersede all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 2 OWNER

2.01 To the extent required by Construction Contractor to perform the Work, Owner shall furnish descriptions of all surveys describing the physical characteristics, legal limitations and utility locations for the area within which the Work is to be performed and where materials are to be stored, which Work areas within the Site are limited to the areas designated as such on Exhibit D to the Agreement ("Work Area"). Construction Contractor shall confine its activities at the Site to the Work Area. All other grades, lines, levels, benchmarks, courses and distances shall be established and maintained by Construction Contractor.

2.02 Unless otherwise provided in the Contract Documents, Construction Contractor will be furnished with, free of charge, one set of prints and one reproducible set of all drawings comprising the plans and specifications and one set of the specifications. Owner shall be responsible for all utility connection charges and tap-in fees, including excess capacity fees, meter installation charges or the like.

2.03 If Construction Contractor is in default of any of its obligations under the Contract Documents, and such failure or default continues for seven days after written notice from Owner, Owner may order Construction Contractor immediately to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Construction Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, Owner's other rights under the Contract Documents.

2.04 The Electrical Trade Manager identified in the Agreement, or any substitute designated as such in writing from Owner to Construction Contractor, is Owner's representative with full power to bind Owner.

2.05 Owner reserves for itself and its representatives the right of access to any part of the Work at any time for the purpose of observing or testing or to install other work either with its own forces or with other contractors. Such access is not to be construed to mean partial occupancy by Owner.

2.06 Owner reserves the right to designate, by notice to Construction Contractor (if not so designated on Page 1 of the Agreement) one or more persons or entities that is the owner or manager of the Site or the existing building within which the Work is to be performed (if any, the "Building") as a Building Owner/Manager. To the extent a Building Owner/Manager is so designated, all provisions of this Contract relating to the Building Owner/Manager shall apply, and mean and refer, to the persons or entities so designated. To the extent a Building Owner/Manager is not so designated, no force or effect shall be given to those provisions to the extent related to the Building Owner/Manager.

2.07 Owner reserves the right to engage third parties, including architects and engineers, to assist Owner in various capacities related to the Work and Contract Documents, including in the administration of the Contract Documents. Construction Contractor agrees to cooperate with all such consultants, including architects and engineers, in all aspects of the Work and Contract Documents, including the administration thereof. Construction Contractor acknowledges and agrees that Owner may grant conditional approval of or require the approval of any such consultant, including any architect or engineer, as a condition to Owner's granting any consent or approval required of Owner under the Contract Documents. Construction Contractor shall cooperate with such processes required by Owner to obtain such consultant's consents.

ARTICLE 3 CONSTRUCTION CONTRACTOR

3.01 Construction Contractor shall have primary responsibility for preparation of budgets for the Work throughout the design process in cooperation and consultation with Owner and its consultants. Construction Contractor's submission nor Owner's approval of any budget shall alter the Contract Sum (absent a Change Order executed by the Parties). Any budget may contain one or more line items for Owner's contingency or a contingency expressly to be controlled by Owner and each such contingency is herein called an "Owner's Contingency". An Owner's Contingency (i) shall only be available for use in connection with the Work upon Owner's written approval, which may be granted or denied by Owner in Owner's sole discretion for any or no reason, (ii) shall not be included in the agreed upon Contract Sum, and (iii) which is not used upon final completion of the Work and Construction Contractor is not entitled to any unused portion thereof.

3.02 Construction Contractor shall perform the Work in accordance with all laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site ("Government Requirements"), and otherwise perform Construction Contractor's obligations contemplated in the Contract Documents. Construction Contractor acknowledges that Construction Contractor has visited the Site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the Work and the Work Area. Construction Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved (or approved as noted) shop drawings, product data or samples for such portion of the Work.

3.03 Construction Contractor shall employ a competent project superintendent, necessary assistants, and staff, as necessary for the proper administration, coordination and supervision of the Work, all approved by Owner in writing by either being listed in the Agreement or by separate written approval accepted by or on behalf of Owner. Owner's approval of any such person (or of any substitute for such person) shall not relieve Construction Contractor of or otherwise limit or affect Construction Contractor's obligation to employ competent persons of sufficient skill and experience to perform their assigned responsibilities in accordance with the standards and requirements set forth in the Contract. Construction Contractor's project superintendent shall be in attendance at the Work Area for the duration of the Work and such project superintendent's duties shall not be diminished without the prior written consent of Owner. Construction Contractor's project superintendent shall represent Construction Contractor and all communications given to such project superintendent shall be as binding as if given to Construction Contractor. Upon Owner's request, any communication from such project superintendent shall be confirmed in writing by an authorized partner, member or officer, as the case may be, of Construction Contractor. Construction Contractor's project superintendent shall have authority to furnish estimates and to approve field changes and shall attend meetings with Owner at such times and places as shall be requested by Owner to report on the progress of the Work or otherwise to consult with Owner. Construction Contractor's project superintendent and other members of Construction Contractor's staff identified on page 1 of the Agreement or separately approved by Owner as provided above shall not be changed without the consent of Owner unless such person leaves the employ of Construction Contractor, in which event the substitute must first be approved in writing by Owner. If Owner gives Construction Contractor notice Construction Contractor's project superintendent or any other of Construction Contractor's personnel identified on page 1 of the Agreement (or any person that replaces any of the foregoing) has failed to perform his or her responsibilities in accordance with the standards set forth in this Contract and such failure is not remedied within ten (10) days of such notice, Construction Contractor shall, if requested by Owner, promptly replace such person with a person having the competence, skill and experience necessary to perform such responsibilities and approved by Owner. Those individuals who are the authorized signatories for Construction Contractor are also listed in the Agreement.

3.04 Construction Contractor shall (a) supervise and direct the Work using Construction Contractor's best professional skill and attention, and (b) be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Construction Contractor shall furnish its best skill and judgment, employing first class professional standards, and shall cooperate with the other parties involved in the Work in furthering the interests of Owner. Construction Contractor accepts sole responsibility for the acts and omissions of Construction Contractor's employees, subcontractors and their respective agents and employees. Construction Contractor shall (i) at all times enforce strict discipline and good order among Construction Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the

task assigned to him; (ii) confine Construction Contractor's equipment, apparatus, materials, and operations of its workmen and subcontractors within limits allowed by Owner and Building Owner/Manager and not unnecessarily burden the Work Area with materials; (iii) correct, at Construction Contractor's expense, damage to property resulting from the Work; and (iv) if the Work requires a temporary shut-down of a service in the Building or any other improvements on the Site, cause such Work to be accomplished during other than normal hours and coordinated with Owner and Building Owner/Manager at Construction Contractor's expense; provided further that Construction Contractor shall give adequate notice to Owner and Building Owner/Manager that Construction Contractor will require a shut-down.

3.05 (a) Construction Contractor shall not use, in connection with the Work, any material containing asbestos as defined by the United States Environmental Protection Agency 40 CFR CH. I (7-1-00 Edition) Subpart M-National Emission Standard for Asbestos and the Occupational Safety and Health Administration, Part 1910: Occupational Safety and Health Standards, Subpart Z: Toxic and Hazardous Substances, Standard 1910.1001: Asbestos.

(b) Construction Contractor shall not use, in connection with the Work, any hazardous waste, toxic substance or related materials, including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802, and the Resource Conservation Act and Recovery Act, as amended, 42 U.S.C. Sec. 6901 et seq. ("Hazardous Materials") in such manner as would violate any Government Requirements or would cause any damage or a risk of any damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner.

3.06 Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Construction Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin or ancestry. Construction Contractor shall comply with, and shall cooperate with Owner and other contractors and subcontractors in connection with compliance with, the regulations of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), or any similar state law which is applicable. If any Construction Contractor's employee working on the Work files a charge of noncompliance with OSHA, Construction Contractor shall notify Owner's Project Manager promptly upon receiving notice of such charge.

3.07 (a) The Contract Sum is based on the Completion Schedule attached to the Agreement as Exhibit A (said schedule, as modified as permitted herein with Owner's written approval is herein called the "Completion Schedule"). Except as expressly provided for in the Contract Documents, Construction Contractor shall not be entitled to any additional payment for overtime, which includes shift work, required to complete the Work in accordance with the Completion Schedule.

(b) If Owner requests Construction Contractor to work overtime due solely to Owner's election to accelerate the performance of the Work ahead of the Completion Schedule, Construction Contractor shall comply with the following requirements:

(i) Construction Contractor shall submit a statement of employees by name, trade, classification, hourly rate, and premiums or overtime charges worked to substantiate premium or overtime charges, in such detail as to demonstrate to Owner its correctness. These statements shall be prepared on a daily basis and shall be submitted daily for Owner's records. The rates, premiums and overtime charges shall correspond with the schedule of rates and unit costs in Exhibit F to the Agreement, which rates and unit prices include all contributions to federal and state unemployment tax and for federal insurance contributions tax required to be paid by Construction Contractor.

(ii) Owner will pay for authorized overtime work only the amounts of overtime premium wages actually paid by Construction Contractor in accordance with those set forth on the schedule of rates and unit costs attached as Exhibit F to the Agreement.

3.08 (a) Construction Contractor represents and warrants to and covenants with Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by Owner. If required by Owner, Construction Contractor shall promptly furnish satisfactory samples of materials demonstrating that the materials comply with this Section. This representation, warranty and covenant is not limited by the provisions of Section 11.02 hereof related to correction of Work.

(b) Construction Contractor warrants all Work performed and material and equipment furnished against defects and deficiencies (it being agreed by Owner that failure of any part of the Work due solely to misuse by persons other than Construction Contractor and subcontractors shall not be deemed a defect or deficiency in such part) which develop within (i) as to those portions of the Work not covered by the following clause (ii), a period of one year from final completion of the Work or if such defect is not discovered within one year from final completion of the Work, a period of one year from the time such defect should have been discovered with the exercise of reasonable diligence and in no event shall such warranty extend beyond three years from the date of acceptance of the Work and final payment by Owner; (ii) the period specified in the Contract Documents as to any part of the Work for which a period longer than one year is specified. The foregoing time limitations shall not apply to defects and deficiencies which are latent and not readily ascertainable by ordinary observation. Notwithstanding the foregoing, if Construction Contractor uses any heating, ventilating or air conditioning facilities installed as a part of the Work prior to final completion, the warranty with respect to such heating, ventilating or air conditioning facilities shall not commence until final completion of all of the Work.

(c) Construction Contractor shall require each subcontractor to execute and deliver to Owner a warranty of the Work to be performed by such subcontractor, in form satisfactory to Owner which shall equal or exceed the requirements of this Section 3.08 and any additional requirements set forth in the Contract Documents and shall otherwise be in form and substance satisfactory to Owner. Such warranty by a subcontractor shall be enforceable directly by Owner against each such subcontractor and shall be in addition to any warranty provided by Construction Contractor herein. Construction Contractor shall obtain warranties with respect to all equipment and materials and personal property supplied with respect to the Work from the respective suppliers, at least as favorable as those generally supplied with respect to such equipment, materials and personal property by the suppliers thereof and satisfying any requirements set forth in the Contract Documents, which warranties shall be enforceable directly by Owner against such suppliers and shall be in addition to any warranty provided by Construction Contractor herein or by any subcontractor. The warranties shall be executed by the respective suppliers or subcontractors not later than the date of payment to be made with substantial completion of the applicable subcontract or purchase order. Construction Contractor shall obtain such warranties from each subcontractor and deliver one executed original of each to Owner. Construction Contractor shall bind copies of warranties together in a single volume, grouped by trade and properly indexed. Owner shall have no obligation to make any payment with respect to the portion of the Work provided by any subcontractor or supplier which has not delivered the warranties required of such party.

(d) If the Contract Documents, any Government Requirements or Owner (to see if the Work complies with the Contract Documents) require any part of the Work to be tested, Construction Contractor shall give Owner not less than 48 hours' notice of the readiness of such part of the Work so that Owner may observe such testing. Construction Contractor will retain a tester satisfactory to Owner. Construction Contractor shall bear the costs of all tests required by the Contract Documents or by Governmental Requirements. If a test is not required either by the Contract Documents or by any Governmental Requirements, and if testing reveals a failure of the Work to comply with the Contract Documents, Construction Contractor shall bear all costs related to such test, including compensation for Owner's additional services made necessary by such test, and Construction Contractor shall correct such failure in accordance with Article 11 hereof; otherwise Owner shall bear such costs, and an appropriate change order shall be issued to adjust the Contract Sum. Construction Contractor shall not be relieved of Construction Contractor's obligations to perform or cause performance of the Work in accordance with the Contract Documents by reason of any errors or omissions contained in any tests performed by or for Owner, notwithstanding that such tests and the results thereof may have been delivered to Construction Contractor and that Construction Contractor may have relied upon the correctness of such tests. The fact that Owner may have provided to Construction Contractor any such tests or the results thereof, shall not relieve Construction Contractor of the

obligation to assure that the Work performed by Construction Contractor is in compliance with the Contract Documents.

3.09 Construction Contractor shall procure all permits, licenses and certificates of inspection or occupancy necessary to complete the Work and occupy the Work Area, and shall deliver same to Owner promptly upon completion of the Work or at Owner's request. If any utility connection charges, tap-in fees or similar items are required to be paid as a condition precedent to the issuance of any such permits, licenses, or certificates, Construction Contractor shall notify Owner thereof and coordinate Owner's payment of such items as required by Section 2.02 in a timely manner to permit proper issuance of all permits, licenses and certificates as required hereby. Prior to Construction Contractor's application for a permit, Construction Contractor shall secure Owner's approval of the Project value to be used for permit purposes.

3.10 Construction Contractor shall commence performance of its obligations under the Contract Documents upon the date set forth in the Completion Schedule for commencement of the Work or, if no such date is included in the Completion Schedule, upon execution of the Agreement by Owner and delivery to Construction Contractor of the Agreement by Owner. Construction Contractor shall, subject to adjustment evidenced by change orders, cause completion of each of the elements of the Work, including substantial completion and final completion, as set forth in the Completion Schedule. Construction Contractor shall consult with Owner on the actual progress of the Work and, if requested by Owner at any time, shall at no additional cost to Owner, submit to Owner a series of reports (at such intervals as may be requested by Owner) reflecting the progress of the Work.

3.11 Construction Contractor shall maintain at the Work Area for Owner one record copy of all current and up-to-date plans and specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction, and approved shop drawings, product data and samples. No review or receipt of such records by Owner shall be a waiver of any deviation from the Contract Documents or in any way relieve Construction Contractor from Construction Contractor's responsibility to perform the Work in accordance with the Contract Documents unless such deviations are specifically noted in writing by Construction Contractor and specifically approved in writing by Owner. Construction Contractor shall furnish to Owner four complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment furnished under the Contract Documents and any additional data specifically requested under the various sections of the specifications for each division of the Work. The manuals shall be arranged in proper order, indexed and suitably bound.

3.12 (a) Construction Contractor shall procure, review, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in any work of Owner, all shop drawings, product data and samples required by Contract Documents. Construction Contractor shall maintain an accurate record of all deviations from the plans and specifications which occur in the Work as actually constructed, and shall submit to Owner, two (2) sets (one to be reproducible) of complete information including descriptions, drawings, sketches, marked prints, and similar data, indicating the "as-built" conditions. Construction Contractor shall keep "as-built" record drawings up to date concurrently as the Work progresses. Submittal of such drawings is required prior to Construction Contractor submitting its application for final payment.

(b) Each subcontractor shall submit through Construction Contractor all shop drawings at a scale which is easily read and not smaller than 8-1/2 inches by 11 inches nor larger than 36 inches by 48 inches, and all samples and manufacturers' descriptive data. All submissions by or through Construction Contractor shall be thoroughly examined by Construction Contractor and shall clearly identify the relevant specifications section before submission to Owner, and shall bear Construction Contractor's approval stamp.

(c) All shop drawings must be dated and properly identified with the name of the Site and Work Area. Each lot submitted must be accompanied by a letter of transmittal which refers to the name of the Site and Work Area and to the specification section number for identification of each item, and which clearly states qualifications, departures or deviations from the Contract Documents, if any. For each section of the Work, shop drawings shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Construction Contractor shall submit one reproducible transparency and as many prints (at least three) of each shop drawing as may be reasonably required by Owner until final acceptance thereof is obtained. Construction

Contractor shall submit copies, in amounts requested by Owner, of manufacturers' descriptive data for materials, equipment and fixtures.

(d) In case a considerable range of color, graining, texture or other characteristic may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by Construction Contractor to indicate the full range of such characteristics that will be present in the finished products. Products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the specifications, samples shall be submitted to Owner in triplicate. All samples shall be marked, tagged or otherwise properly identified with the name of Construction Contractor, the name of the Site and Work Area, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the specifications section number for identification of each item.

3.13 Construction Contractor shall be responsible for seeing that structural members are not cut without prior written authority of the Building Owner/Manager and Owner. Owner's permission to patch any areas or items of Work shall not constitute a waiver of Owner's right to require complete removal and replacement of said areas or items of Work, if, in Owner's opinion, said patching does not satisfactorily restore quality and appearance of same. Any penetration of the slab of any floor shall be core drilled in accordance with procedures to be established and approved in writing by the Building Owner/Manager and Owner.

3.14 Construction Contractor at all times shall keep the Work Area and to the extent Construction Contractor is granted access, the Site, in a neat and orderly condition and free from accumulation of waste materials or rubbish caused by Construction Contractor's operations. In order to make the Work fit for occupancy for its intended purposes upon substantial completion, Construction Contractor shall remove as soon as and to the extent practicable all temporary facilities, waste materials and rubbish from and about the Work Area and, to the extent Construction Contractor is granted access, the Site, as well as all supplies, tools, construction equipment, machinery and surplus materials and leave such areas in a broom clean condition or such other condition as Owner may designate to Construction Contractor in writing prior to the date hereof. Any items damaged by Construction Contractor or its subcontractors shall be replaced, and all surfaces which have been scratched or marred shall be refinished, at no additional cost to Owner.

3.15 Construction Contractor shall pay all royalties and license fees applicable to the Work and shall not unlawfully use or install any patented article.

3.16 (a) To the fullest extent permitted by law, Construction Contractor shall indemnify, defend, save and hold Owner; its affiliated companies; Owner's Lender, if any; Owner's tenants, if any; the Building Owner/Manager, if different from Owner, Construction Manager, Electrical Trade Manager and the shareholders, members, partners, officers, employees of all of them (collectively the "Indemnitees") harmless from and against all loss and expense (including reasonable attorneys' fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of Construction Contractor's breach of the Contract Documents and for damages because of bodily injury, occupational sickness or disease, including death resulting therefrom, sustained by any employees of Construction Contractor or subcontractor while at the Site where Work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, or sustained by any person or persons other than employees of Construction Contractor, however such injuries may be caused, including such injuries as are caused by concurrent negligence of the Indemnitees, or any of them, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property (other than the Work itself to the extent the damage or injury thereto results from a loss covered by Owner's policy of builder's risk insurance, including loss of use resulting therefrom), directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work or the failure to protect the Work or the Site, or the condition of the Work, the Site, adjoining land or driveways, or streets or alleys used in connection with the performance of the Work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section include, subject only to the limitations contained in this Section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other persons or entities, whether based upon, or claimed to be based upon, statutory (including workers'

compensation), contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement of similar rights.

(b) The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence, if any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which Owner has under Contract Documents or otherwise.

(c) The obligation set forth in this Section shall, but not by way of limitation, specifically include all claims directly or indirectly alleged to arise under any scaffolding, structural work or safe place law, or any law with respect to the protection of adjacent landowners.

(d) Construction Contractor shall be notified of any claims against any of the Indemnitees of which Owner has notice, and Owner shall give Construction Contractor such reasonable information and assistance as may be requested by Construction Contractor to perform the obligations set forth in this Section; provided, however, that (i) failure to notify Construction Contractor of any claim shall not relieve Construction Contractor of any obligations contained in this Section; and (ii) the obligation of Owner to give information and assistance shall be at Construction Contractor's expense and shall not obligate Owner to incur any expense or liability.

(e) Construction Contractor expressly understands and agrees that any performance or labor and material bond or insurance protection required by any provision of the Contract Documents, or otherwise provided by Construction Contractor, shall in no way limit the responsibility to indemnify, save and hold harmless and defend each of the Indemnitees as herein provided:

(f) Construction Contractor shall cause the foregoing indemnification agreement by Construction Contractor to be included in each subcontract between Construction Contractor and a Subcontractor and between each Subcontractor and its Subcontractors and shall be in favor of each of the Indemnitees and Construction Contractor, and at Owner's request, Construction Contractor shall provide evidence satisfactory to Owner that it has fulfilled its obligation under this Section.

(g) If any claim indemnified hereunder has not been settled or discharged when the Work is completed, final payment of the Contract Sum shall not be due, unless and until Construction Contractor provides a (i) bond issued by a bonding company satisfactory to Owner, (ii) other security acceptable in an amount equal to 150% of the amount of any such claim, including interest on such claim as estimated by Owner, or (iii) other security acceptable to Owner, which bond or other security shall be in form and substance satisfactory to Owner and shall be subject to such increase as Owner may from time to time require as interest accrues on such claim.

(h) In any and all claims against any Indemnitee or any of its agents or employees by any employee of Construction Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Construction Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.17 Construction Contractor will keep complete and detailed books and records which will accurately reflect costs. Such books and records and all supporting data shall, at all reasonable times and upon reasonable notice, until three years after the Work has been finally completed, be open for audit, inspection and copying by Owner and its authorized representatives. The Contract Sum shall be allocated and itemized by Construction Contractor in accordance with Owner's cost segregation study as directed from time to time by Owner or its third party consultant to allow Owner to properly allocate each element of the Contract Sum for federal income tax purposes.

3.18 Construction Contractor shall not divulge information concerning the Contract Documents or any Work to anyone (including information in applications for permits, variances, etc.) without Owner's prior written consent. Owner reserves the right to control the release of all information relating to the Project, including the

timing of any release, together with its form and content. This requirement shall survive the expiration of the Contract Documents.

3.19 If Building Owner/Manager is different from Owner, Construction Contractor agrees that:

(a) Construction Contractor shall at Construction Contractor's sole cost and expense arrange directly with Building Owner/Manager for all access to the Work Area, storage at the Site, use of elevators and other vertical transportation, temporary utilities and facilities.

(b) Construction Contractor shall at Construction Contractor's sole cost and expense comply and cause others to comply with all requirements of Building Owner/Manager with respect to the conduct of its activities at the Site, and the activities of the employees of Construction Contractor and subcontractors, so that the foregoing shall not interfere with the activities of Building Owner/Manager or other tenants of the Building.

3.20 Construction Contractor shall include in the Contract Sum all Allowances stated in the Contract Documents. Items covered by these Allowances shall be supplied for such amounts and by such persons as Owner may direct. "Allowances" means the amounts stated to be allowances from time to time in the Contract Documents and such amounts represent the actual cost of the articles for which allowances are stated, and include any cost of hauling, cartage, supervision, preparing of work, and the cost of installing. Whenever the estimated budget cost attributable to an Allowance item is less than the actual cost of such Allowance, the Contract Sum shall be increased by Change Order to reflect such difference. Whenever the estimated budget cost attributable to an Allowance item is greater than the actual cost of such Allowance, the Contract Sum shall be decreased by Change Order to reflect such difference. In accordance with the plans and specifications, Owner will select materials or equipment for which an Allowance is provided and notify Construction Contractor of Owner's selection and price agreed upon. Construction Contractor shall contract for said materials and/or equipment and supervise their delivery and installation and be responsible for such Allowance items as fully as for other parts of the Work.

3.21 Construction Contractor shall perform all of its obligations under the standard of care of a first class contractor. All references in the Contract Documents to a "first class contractor", "fully competent first class contractor", or activities to be performed in a "first class manner" or any similar words or phrases as used in reference to Construction Contractor shall mean Construction Contractor's best skill and judgment in accordance with the practice exercised by a fully competent, first class contractor whose competence and professionalism equals that of contractors with at least ten (10) years experience in performing the work and services and constructing projects similar in scope and complexity to those required of Construction Contractor under the Contract Documents for large corporate and institutional clients in the greater metropolitan area surrounding the Project.

3.22 Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") in accordance with Schedule A, attached herein, that will provide Workers' Compensation, Employer's Liability, General Liability and Excess "Umbrella" Insurance for the Construction Manager, Electrical Trade Manager, and all eligible Construction Contractors and sub-contractors of every tier providing direct labor on the Project. Owner agrees to pay all premiums associated with the OCIP including all deductibles or self-insured retentions unless otherwise stated in the Contract Documents.

The Owner will also provide, at its own cost, builder's risk coverage as outlined in Schedule A.

ARTICLE 4 SUBCONTRACTORS

4.01 Any contract or a series of contracts between Construction Contractor and any subcontractor related to the Work which entitles or could, based on anticipated change orders, reasonably anticipate entitling such subcontractor to payments aggregating at least \$50,000 shall not be awarded by Construction Contractor unless and until Construction Contractor has (i) complied with the requirements of Section 4.02 below, (ii) obtained at least three (3) competitive bids from qualified subcontractors approved by Owner, (iii) obtained rate and unit price schedules related to the Work to be accomplished by such subcontractor, (iv) disclosed the results from such competitive bids and rate and price schedule information in writing to Owner, (v) made a recommendation to Owner with respect to the bid to be accepted and (vi) obtained Owner's approval of Construction Contractor's acceptance

G-9

Single Project Construction Services Agreement 3/03/2003

006140

B-0354

of the bid. The approval rights of Owner shall not relieve Construction Contractor of or otherwise or affect its obligation to retain subcontractors that have adequate skill, experience, work' fortés and other qualifications necessary to perform the Work in accordance with this Contract.

4.02 Construction Contractor, from time to time at the request of Owner (and in any event prior to the awarding of a subcontract or purchase order for a particular portion of the Work), shall furnish to Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portion of the Work as Owner may designate, together with sufficient documentation for Owner to review the qualifications, capabilities and financial capacity of each such proposed subcontractor, which information shall be in the form and meet the requirements of Owner. Construction Contractor shall not allow any such proposed person or entity to whom Owner has made objection to bid on the Work. Construction Contractor shall not be entitled to an adjustment to the Contract Sum or an extension of the contract time by reason of any objection to a proposed bidder by Owner or Construction Contractor pursuant to this Section. Construction Contractor shall not unreasonably refuse to solicit bids from subcontractors designated by Owner.

4.03 Owner actively seeks out historically under-utilized businesses ("HUB's") which are qualified to fulfill Owner's requirements for goods and services purchased. If Construction Contractor meets the state or federal qualifications to be a HUB, Construction Contractor is encouraged to submit documentation supporting such status to Owner with the Agreement. Owner's Supplier Diversity Development Program ("SDDP") is committed to supporting HUBs with a focus on Minority and Women Business Enterprises and has taken affirmative steps to provide opportunities for their growth and participation in Owner's procurement process. Owner's primary suppliers, such as Construction Contractor, are asked if it is feasible and, if using subcontractors to provide Work, including labor and materials, required by Owner pursuant to the Contract Documents, to subcontract with HUBs. Owner will consider the level of Construction Contractor participation in SDDP before entering into the Agreement with Construction Contractor and in the quarterly evaluation of Construction Contractor's performance under the Contract Documents. If Construction Contractor utilizes one or more HUBs as subcontractors, Construction Contractor shall submit a quarterly report of such utilization to Owner on Owner's SDDP form. SDDP underscores Owner's commitment to increase procurement activity with HUBs on a corporate-wide basis. Owner has a goal to utilize HUBs for an amount equal to 5% of the dollar amount of Owner's purchases. Construction Contractor further acknowledges that upon Owner's request, Construction Contractor will use its best efforts to use Minority and Women Business Enterprise ("M/WBE"), Small Disadvantaged Business ("SDB"), and Small Business Enterprise ("SBE") (each as certified by the appropriate state or local body responsible for such certification) as subcontractors. If Construction Contractor uses M/WBE, SDB or SBE vendor(s), then Owner and Construction Contractor will agree to the guidelines regarding the use of such vendors, in order to ensure that Construction Contractor provides the Work, including labor and materials, according to the terms of the Contract Documents. The provision of this Section 4.03 shall not modify or otherwise affect Construction Contractor's obligation under Section 3.06.

4.04 By appropriate agreement, Construction Contractor shall require each subcontractor, to the extent of the Work to be performed by such subcontractor, (i) to be bound to Construction Contractor by the terms of the Contract Documents, (ii) to assume toward Construction Contractor all of the obligations and responsibilities which Construction Contractor, by these Contract Documents, assumes toward Owner, and (iii) to grant to Construction Contractor all of the rights which Construction Contractor, by these Contract Documents, grants to Owner. Construction Contractor shall require each subcontractor to enter into similar agreements with its subcontractors. Nothing contained in the Contract Documents shall create any contractual obligation between any subcontractor and Owner; provided, however, that each subcontract shall provide that Owner, at Owner's option, shall have the right to cause the subcontractor to perform for the benefit of Owner the remainder of the Work covered by such subcontract in the event that the Contract is terminated, so long as Owner shall have paid to Construction Contractor all amounts then due such subcontractor and thereafter Owner continues to pay the amounts due such subcontractor as they come due.

4.05 Construction Contractor shall require each subcontractor to furnish, maintain, and continuously comply, as applicable, with the requirements applicable to Construction Contractor set forth on Schedule A to these General Conditions to Single Project Construction Services Agreement.

ARTICLE 5 WORK BY OWNER OR BY SEPARATE CONTRACTORS

Owner reserves the right to let other contracts in connection with the Site and Construction Contractor hereby acknowledges that Building Owner/Manager or any tenant in the Building may also let to other contractors contracts in connection with the space each has in the Building. Construction Contractor shall coordinate, as needed, and cooperate with all such contractors. If any part of Construction Contractor's Work depends for proper execution or results upon the work of Owner or any separate contractor, Construction Contractor shall, prior to proceeding with the Work, promptly report to Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Construction Contractor to report same after the same becomes apparent shall constitute an acceptance of Owner's or separate contractor's work as fit and proper to receive Construction Contractor's Work, except as to latent defects in such work by others.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.01 This Agreement will be governed and interpreted by the internal laws of the state where the project is located without reference to the conflict of law rules.

6.02 Owner and Construction Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Construction Contractor shall not assign its rights or responsibilities under the Contract Documents without the prior written consent of Owner which consent may be granted or withheld in Owner's sole discretion, and any attempt at such an assignment without such consent shall be null and void. Further, Construction Contractor shall not assign any monies due or to become due to Construction Contractor hereunder, without the prior written consent of Owner. Owner may assign its rights and obligations under this Contract and following the assumption of such obligations by the assignee, Owner shall be relieved of any and all liability under the Contract.

6.03 All notices required or permitted to be given by the Contract Documents shall be in writing and given in accordance with this Section. Written notice shall be deemed to have been duly served only if (i) intended for Construction Contractor, delivered in person to Construction Contractor's project superintendent at the Site, or (ii) if mailed, within three calendar days after the date it is sent by either registered or certified mail, or (iii) if sent by overnight courier, on the weekday (which is not a holiday) after it is delivered to such overnight courier in sufficient time for next day delivery, in each case for clauses (ii) and (iii) addressed to Owner or Construction Contractor, as the case may be, at the respective address for such notice to be given provided in the Agreement. Either party may change the respective address for receipt of notices under clauses (ii) and (iii) by furnishing at least 10 business days advance written notice of such change in address to the other party.

6.04 If required by Section 3 of the Agreement, Construction Contractor shall furnish Electrical Trade Manager with payment and performance bonds, as applicable, covering Construction Contractor's faithful performance and payment obligations under the Contract Documents and the payment of all of Construction Contractor's obligations arising thereunder. All required bonds shall equal 100% of the then existing Contract Sum. All such bonds shall be with a surety acceptable to Electrical Trade Manager (and in any event such surety shall have a Best rating of at least "A+" and class XII) and shall name Electrical Trade Manager and Owner as obligees thereunder together with such entities as Electrical Trade Manager may designate as additional obligees thereunder. All such bonds shall include a provision stating that no modification of any provision of any Contract Document a change in contract time, Contract Sum or condition of payment, will release the surety either in part or in whole. In any event, all such bonds shall be in form and substance satisfactory to Electrical Trade Manager. If from time to time any Work is bonded and the Contract Sum therefor is increased in the aggregate by one or more increments of \$10,000 or more, then the bond applicable thereto shall be increased by the amount by which the Contract Sum was increased. Bonds shall remain in full force and effect during the term of Contract Documents and during the term of warranty related thereto.

6.05 No action or failure to act by Owner or Construction Contractor shall constitute a waiver of any right or duty afforded either of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.06 If for any reason labor employed directly or indirectly through a subcontractor or by Construction Contractor engages in any action taken with the intent of impeding or stopping the progress of the Work, or individually or in concert with others, unlawful strikes, slow downs or taking, engaging or participating in any other withholding of or interference with services (including honoring pickets or picket lines, improperly performing Work required to be performed under the Contract Documents or making claims resulting in work jurisdiction disputes), and taking all or any of such actions so as to impede or stop the progress of the Work (collectively an "Improper Practice"), Owner shall have the right to require that Construction Contractor take all necessary and immediate action to bring about a return to normal operations. If Construction Contractor fails, in the reasonable opinion of Owner, to take prompt remedial action as provided above, Owner shall have the right after 48 hours' notice to Construction Contractor to (a) take such action in the name of Construction Contractor as may be reasonably necessary to obtain an end to the Improper Practice, and (b) back-charge all costs and expenses connected therewith to Construction Contractor, including legal, accounting, administrative and other direct, indirect, general and special expenses.

6.07 In construing or interpreting the Contract Documents, feminine or neuter pronouns shall be substituted for those masculine in form and *vice versa*, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. Unless specifically identified to the contrary, throughout the Contract Documents the words "include", "including", "included", and "includes" when used in any tense (i) shall mean "including but not limited to," and (ii) shall not be intended to designate a specific and limited list of items but rather shall designate examples, without limitation of other items to be included. All references contained in these General Conditions to one or more exhibits, schedules or appendices shall be deemed to refer to the exhibits, schedules or appendices attached hereto and incorporated herein, unless the context clearly references exhibits, schedules or appendices to another agreement or document, and said exhibits are incorporated into these General Conditions by reference and are a part of the Contract Documents as though fully rewritten herein.

6.08 Construction Contractor has not and shall not, directly or indirectly, provide funds or other considerations to any person or entity (including Owner and Owner's employees and agents), improperly to procure special or unusual treatment with respect to the Contract Documents or for the purpose of otherwise improperly influencing the relationship between Owner and Construction Contractor relating to the Project. Additionally, Construction Contractor shall cause all of its officers, directors, employees, partners, agents and subcontractors (as the case may be) to comply with the restrictions contained in the preceding sentence. Construction Contractor represents and warrants to Owner that Construction Contractor, its officers, directors, employees, partners, agents, and subcontractors have not at any time in the past directly or indirectly provided funds or other consideration to any person or entity improperly to procure special or unusual treatment with respect to the Contract Documents or for the purpose of otherwise improperly influencing the relationship between Owner and Construction Contractor.

6.09 In the event of any dispute whatsoever between Owner and Construction Contractor, Construction Contractor shall continue to proceed diligently with performance as required by the Contract Documents. The parties shall make reasonable efforts to resolve each dispute within 30 days from the time the parties have knowledge of the existence of such dispute; provided, however, in no event shall delay in such determination excuse prompt and proper performance of the Work or payment of undisputed sums as required by the Contract Documents.

6.10 Except as otherwise expressly provided in the Contract Documents, the Contract Documents are made for the sole benefit of Construction Contractor and Owner and no other person or entity shall have any right or action of any kind hereunder or be deemed to be a third-party beneficiary of the Contract Documents or of the services to be provided hereunder. If any provision of the Contract Documents is held invalid as applied to any fact or circumstance, such invalidity shall not affect the validity of such provisions as applied to any other fact or circumstance or the validity of any other provision of the Contract Documents.

6.11 In the event of any litigation between the parties to construe or enforce the provisions of the Contract Documents, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorneys' fees and expenses.

6.12 All signs on the Site shall be subject to Owner's prior written approval.

ARTICLE 7 TIME

7.01 All time limits stated in the Contract Documents for the performance of Construction Contractor's obligations are of the essence. If Construction Contractor is delayed at any time in the progress of the Work by (i) any act of Owner not permitted pursuant to the Contract Documents, (ii) changes in the Work ordered by Owner, unless due to deficiencies in the plans which Construction Contractor should have discovered, (iii) fire or other unavoidable casualties, (iv) labor disputes (subject to the provisions of Section 6.06 above), (v) unusual delay in transportation, (vi) uncustomary adverse weather conditions not reasonably anticipated, or (vii) delay authorized by Owner, then the contract time shall be extended by change order for such time as Owner may determine. In no event shall any such extension of contract time exceed the actual period of time lost by reason of the causes aforesaid. In all events, Construction Contractor shall use Construction Contractor's best efforts to eliminate the cause of any delay or minimize any delay. Notwithstanding the foregoing to the contrary, the contract time shall be extended only to the extent the completion date specified in the Completion Schedule is necessarily extended due to any of (i) through (vii) above. Within 5 days after commencement of such delay or deviation from the Completion Schedule, Construction Contractor shall confirm, in writing, any delay or deviation from the Completion Schedule, including advice as to the action Construction Contractor proposes to undertake to correct each deficiency and any claim for extension of time and the probable effect of such delay; otherwise it shall be waived. The presentation of any such claim shall not establish the validity of the claim.

7.02 To the fullest extent permitted by law but subject to the second sentence of this Section 7.02, Construction Contractor agrees that (i) none of Owner, Owner's professionals, Owner's separate contractors, or anyone else acting on Owner's behalf shall be liable for any loss or damage sustained by, or additional costs incurred by, Construction Contractor through delay, acceleration, hindrance, interference or other impediment to completion of the Work caused in whole or in part by Owner, Owner's professionals, Owner's separate contractors, or anyone else acting on Owner's behalf (collectively "Owner's Delay"), and (ii) Construction Contractor shall not be entitled to make and hereby waives any claim for damages or additional costs and agrees that Construction Contractor's sole remedy for any Owner's Delay shall be an extension of the contract time by a change order in accordance with the provisions of the Contract Documents. Notwithstanding the preceding sentence, to the extent an Owner's Delay causes Construction Contractor to incur additional expenses related to the Work, then Construction Contractor shall, as Construction Contractor's sole remedy, be entitled to reimbursement for such additional out-of-pocket costs without any amount for overhead or profit to Construction Contractor or any subcontractor.

7.03 If liquidated damages are applicable to the Project as set forth in Section 4 of the Agreement and if substantial completion of the Work does not occur on or before the date specified therefor in the Completion Schedule, Construction Contractor shall pay to Owner as liquidated damages for such delay the Per Day Liquidated Damage Amount for each day from and after such scheduled date of substantial completion until substantial completion occurs. If liquidated damages are applicable to the Project as set forth in Section 4 of the Agreement, then Construction Contractor acknowledges and agrees that the damages which Owner will suffer as a result of such delay are difficult to estimate and that the forgoing amount bears a reasonable relationship to the damages that would be suffered and costs incurred by Owner occasioned by such delay. Such liquidated damages relate only to Owner's damages resulting from delays and shall not be construed to constitute a remedy for damages due to any defects in the Work or any other failure of Construction Contractor to perform any of its obligations hereunder, other than its obligation to cause substantial completion to occur in accordance with the Completion Schedule.

ARTICLE 8 FEES, PAYMENTS AND COMPLETION

8.01 Construction Contractor represents to Owner that to the best of Construction Contractor's knowledge the Schedule of Values and Anticipated Draw Schedule attached to the Agreement as Exhibit B accurately estimates the amounts that may be payable to Construction Contractor each month; provided, however, that Owner shall be obligated only to make payments in the amounts provided for in the Contract Documents. The Schedule of Values shall be (i) used as a tool to assist Owner in evaluating applications for payment, (ii) based upon the Completion Schedule, and (iii) updated and revised from time to time at Owner's request. The Contract Sum includes all fees to be paid to Construction Contractor any all payments for general conditions items.

8.02 Subject to additions and deductions by change orders as provided for in the Contract Documents, Owner shall pay Construction Contractor, pursuant to the Contract Documents, for performance of the Work, the Contract Sum set forth in the Agreement. Included within the Contract Sum are all sales, consumer, use, personal property and other similar taxes applicable to the Work or any portion thereof provided by Construction Contractor. Prior to the time Construction Contractor orders any materials or equipment for the Work or performs any labor on the Site, Construction Contractor shall be entitled to receive progress payments only to cover Construction Contractor's reasonable out-of-pocket costs and expenses incurred in the performance of Construction Contractor's services under the Contract Documents. Construction Contractor shall submit to Owner no later than the 25th day of each month an itemized application for payment substantially in the form of Schedule 8.02 attached hereto (the form of which must be satisfactory to Owner), notarized, supported by such documents and data substantiating Construction Contractor's right to payment as Owner may reasonably require, and reflecting retainage as provided elsewhere in the Contract Documents ("application for payment"). Notwithstanding anything to the contrary contained in the Contract Documents, Owner requires, as a condition of approving and/or making a progress payment, that Construction Contractor furnish Owner (a) with respect to the current application for payment, an affidavit listing every subcontractor in connection with the Work and the amounts due or to become due to such subcontractors for Work done and materials furnished through the date of said application for payment; (b) with respect to the current application for payment, a certified payroll for such month; and (c) with respect to the payment made for the preceding month, evidence satisfactory to Owner that all payrolls, bills for materials and equipment delivered to the Site, and other indebtedness related to the Work and giving rise to all previous applications for payment up to, but not including, the current one have been paid in full or otherwise satisfied; (d) lien waivers from Construction Contractor covering all Work performed through the date of the current application for payment; (e) lien waivers from each subcontractor covering the payments made through the preceding application for payment; (f) a sworn acknowledgment of payments and credits to which Owner is entitled by Construction Contractor; and (g) Construction Contractor's statement of percentage of completion of each itemized component of the Schedule of Values and the Work as a whole; provided, however, that notwithstanding any provisions of the Contract Documents which are or may appear to be to the contrary, in no event shall Owner be obligated to pay to Construction Contractor an amount which exceeds the cost of the Work incurred by Construction Contractor to the date of the current application for payment less amounts paid to date and less retainage as provided elsewhere in the Contract Documents. Unless otherwise provided in the Contract Documents, the "Cost of the Work", "cost of the Work", and "cost" shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age, and unemployment insurance, and fringe benefits required by agreement or custom; worker's or workers' compensation insurance, bond premiums; and rental value of equipment and machinery. As used throughout the Contract Documents, the terms "Cost of the Work", "cost of the Work" and "cost" shall not include any cost or expense in excess of the Contract Sum. Each application for payment shall be accompanied by such other information as Owner may require.

8.03 Owner will, within 30 days after the receipt of Construction Contractor's application for payment, either approve the application for payment and issue payment to Construction Contractor for such amount as Owner determines is properly due, or notify Construction Contractor in writing of Owner's reasons for withholding such approval and payment. Construction Contractor shall promptly pay each subcontractor and direct material supplier, upon receipt of payment from Owner, out of the amount paid to Construction Contractor on account of such subcontractor's Work or each material supplier's supplies, the amount to which said subcontractor or material supplier is entitled.

8.04 Payments may be withheld by Owner, among other things, on account of (a) defective Work not remedied; (b) claims filed; (c) failure of Construction Contractor to make payments properly to subcontractors or for labor, materials or equipment; (d) damages to another contractor; (e) unsatisfactory prosecution of the Work by Construction Contractor, including the fact that the Work has not progressed to the point indicated in the application for payment; (f) failure of Construction Contractor to fully comply with the procedures set forth in this Article 8; (g) evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or (h) Construction Contractor's breach of the Contract Documents, not remedied or cured.

8.05 Owner shall retain from each progress payment a retainage (the "Retainage") in the amount of 10% of the Contract Sum eligible for payment to Construction Contractor until the Work is finally complete. Owner shall not be obligated to release the Retainage for subcontractors who have performed work in connection with the

Work until all of the Work is complete. Following Construction Contractor's request Owner, acting in its sole and absolute discretion and under no obligation, contractual or otherwise to do so, may approve (i) the payment of all retainage owed to any subcontractor following final completion of such subcontractor's Work and presentation of a final lien waiver from such subcontractor and (ii) reduce Retainage from 10% to any lesser percent of the Contract Sum following substantial completion of the Work.

8.06 When Construction Contractor considers that the Work has reached the point of substantial completion, Construction Contractor shall prepare for submission to Owner a preliminary list of uncompleted items of the Work ("Punch List Items") (a) which do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) which as a group are capable of being completed by Construction Contractor within 30 days of issuance of any Punch List (the "Punch List" is the list containing the Punch List Items). Substantial completion shall include the following: (i) all systems relating to the Work shall have been fully commissioned, in accordance with industry standards and standards set forth in the Contract Documents for documenting and verifying the operation and performance of such systems in conformity with the design intent, (ii) all improvements included in the Work shall be ready for occupancy for their intended purposes, and (iii) a certificate of occupancy, as required, shall have been duly issued by the applicable governmental authorities. Owner shall have the right to add items to the preliminary Punch List submitted by Construction Contractor based upon Owner's inspection of the Work. Such revised Punch List, when approved along with Owner's determination of substantial completion, shall be the Punch List which must be completed by Construction Contractor by the date for final completion. The failure to include any items on such list does not alter the responsibility of Construction Contractor to complete all Work in accordance with the Contract Documents. When Owner, on the basis of an inspection, determines that the Work has reached the point of substantial completion, Owner will then prepare a Certificate of Substantial Completion which shall establish the date of substantial completion and shall state the responsibilities of Owner and Construction Contractor for security, maintenance, heat, utilities and damage to the Work, and, except as otherwise provided, insurance and warranties required by the Contract Documents shall commence on the date of substantial completion of the Work. The Certificate of Substantial Completion shall be in the form of Schedule 8.06 hereto and shall be submitted to Construction Contractor for Owner's and Construction Contractor's written acceptance of the responsibilities assigned to them therein. Upon substantial completion of the Work and upon application by Construction Contractor and execution of a Certificate of Substantial Completion by Owner, Owner shall make payment for such Work or portion thereof, as provided elsewhere in the Contract Documents.

8.07 Upon receipt of written notice that the Work is ready for final inspection (and all Punch List Items have been rectified) and upon receipt of an acceptance of a final application for payment, Owner, or its designee, will promptly make such final inspection and when it finds the Work acceptable under the Contract Documents, it will promptly approve the final application for payment and issue the final payment, accompanied by a statement that the Work has been completed in accordance with the terms and conditions of the Contract Documents.

8.08 The final payment shall not become due until Construction Contractor submits to Owner (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible have been paid or otherwise satisfied; (b) consent of surety, if any, to final payment; (c) if required by Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of all possible liens arising out of the Contract Documents, Construction Contractor's and subcontractors' affidavits, to the extent and in such form as may be designated by Owner; and (d) as-built drawings, operations and maintenance date, warranties, and such other data as may be required by the Contract Documents. The acceptance of final payment by Construction Contractor shall constitute a waiver of all claims by Construction Contractor against Owner, except those previously made and specifically reaffirmed in writing with Construction Contractor's application for final payment and still unsettled.

8.09 (a) Construction Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to Owner either by incorporation in the Project or upon the receipt of payment by Construction Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances ("Liens"). However, Construction Contractor shall remain responsible for the care and custody of such materials, equipment, and Work until such time as Owner accepts (in writing) such responsibility. Construction Contractor further warrants that no Work, materials or equipment covered by an application for payment will have been acquired by Construction Contractor, or by any other person performing Work at the Site of

furnishing materials and equipment for the Project, subject to an agreement under which as interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Construction Contractor or such person.

(b) In the event that a lien is filed of record as a claim against the Site, the Building, or other improvement on or around the Site or against any monies due or to become due for any Work performed, or any materials furnished for the Work, then in addition to any other right or remedy Owner has under the Contract Documents or at law or equity and unless such lien is the result of Owner's failure to pay Construction Contractor amounts due under the Contract for Work and concerning which there is no dispute, Owner may withhold from Construction Contractor a reasonable amount until said claim or lien has been discharged or there has been furnished to Owner security satisfactory to Owner such that Owner will be protected and held harmless from any liability, fees or costs in connection therewith. In addition, if Construction Contractor fails to remove any such lien by payment or release or to furnish to Owner such satisfactory security, within ten (10) days after written demand, such failure shall constitute a default hereunder. Without limitation of Owner's other rights and remedies, if such a default occurs, Owner may, but shall not be obligated to, procure a bond or other security reasonably calculated to protect Owner from any liability in connection with such default and Owner may back-charge Construction Contractor for all costs and expenses incurred in connection therewith.

ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

9.01 Construction Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Construction Contractor shall designate a responsible member of its organization at the Site, which person shall be approved by Owner in writing, whose duty shall be the promotion of safety and prevention of accidents, and who shall be responsible for enforcing all Government Requirements, and rules, regulations and orders of Owner pertaining thereto. This person shall be Construction Contractor's superintendent unless otherwise designated by Construction Contractor in writing to Owner.

9.02 Construction Contractor shall take all reasonable precautions for the safety of and provide all reasonable protection to prevent damage, injury or loss to all of its employees at the Site and all other persons who may be affected thereby, and all property at the Site or otherwise used in connection with the Work. Such safety and security precautions shall be designed to take into account all risks associated with the location of the Site and may include, to the extent reasonably necessary or appropriate to provide adequate protection, fences and security guards or watchmen. Construction Contractor shall remove, within 24 hours of the discovery thereof, or any graffiti placed on the Site or any improvements, fences or barricades. Construction Contractor shall not use in connection with the Work or store at or near the Site any explosives. Construction Contractor shall permit no open burning on the Site. Construction Contractor shall provide a fire watch during all open flame activities. There shall be a second person equipped with not less than a ten (10) pound dry chemical or two and one half (2-1/2) gallon water fire extinguisher; in computer areas, not less than a nine (9) pound halon fire extinguisher shall be provided. Construction Contractor shall provide Owner and Building Owner/Manager, if different from Owner, adequate notice of any smoke or significant noise-producing operations. These operations shall be restricted from normal hours unless approved in writing by Owner and Building Owner/Manager, if different from Owner. Without limitation of Construction Contractor's obligations, Owner may provide watchmen if Owner deems it necessary for the proper protection of the Work and Site; however, Owner shall not be liable for any acts or omissions of said watchmen.

9.03 Construction Contractor shall promptly report in writing to Owner all accidents whatsoever arising out of the performance of the Work, whether on or off the Site, which cause death, personal injury or property damage, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported to Owner immediately by telephone or messenger, which report shall be followed as promptly as practicable by notice in writing to Owner. Any additional compensation or extension of time claimed by Construction Contractor on account of emergency work shall be determined as provided in Article 10 for Changes in Work; provided, however, that Construction Contractor shall not be entitled to additional compensation or additional time to the extent that the foregoing is due to the act or omission of Construction Contractor or a person or entity for which Construction Contractor is responsible.

9.04 Construction Contractor shall permit only previously authorized personnel on the Site. At any time and from time to time Owner may elect to initiate security procedures that prohibit access to the Site (or

portions thereof designated by Owner) except by persons specifically registered with Owner, in which event the following provisions as directed by Owner shall apply: (i) Construction Contractor shall, prior to the commencement of the Work, submit to Owner's Project Manager the names of all personnel either directly employed by Construction Contractor or in the employ of any subcontractor who will be present on the Site; (ii) all construction personnel will be required to register with Owner's security force and/or personnel and wear badges as furnished by Owner; (iii) Owner shall not be required to furnish any construction personnel or anyone else associated with Construction Contractor with such badges unless and until Construction Contractor has delivered to Owner the certificates of insurance required by Schedule A to these General Conditions to Single Project Construction Services Agreement; (iv) at Owner's election, personnel not displaying badge identification will be removed from the Site until properly registered and/or wearing badges; (v) all badges shall be maintained and controlled by Construction Contractor and shall be returned to Owner upon completion of the Work; and (vi) if additional or special personnel shall be needed for the efficient completion of the Work, then Construction Contractor shall submit a list of names of all such personnel at least 48 hours prior to their appearance on the Site.

ARTICLE 10 CHANGES IN THE WORK

10.01 Contract Sum and the contract time including the Project Schedule may be changed only by change order signed by or on behalf of Owner and Construction Contractor.

10.02 Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Sum and the contract time shall be adjusted by agreement between Owner and Construction Contractor. All such changes in the Work shall be authorized by change order in the form of Schedule 10.02 hereto and shall be performed under the applicable conditions of the Contract Documents. Any Work expressly included in the plans and specifications shall be performed by Construction Contractor at no extra cost to Owner, notwithstanding any order from Owner to Construction Contractor which might contemplate such Work as an extra.

10.03 The cost or credit to Owner resulting from a change in the Work shall be determined in one or more of the following ways:

10.03.01 Lump Sum Method.

(a) Compensation for additional work: Within fourteen (14) days after receipt of a bulletin for changes in the work requested of Construction Contractor by Owner, and not covered by agreed upon "unit prices", Construction Contractor shall submit to Owner's Project Manager for Owner's approval an itemized lump-sum proposal stating the amount to be added to or deducted from the Contract Sum by cost code, and the effect, if any, on the Completion Schedule by reason of such changes. The lump-sum price for additional or deleted work not covered by "unit prices" shall be determined as follows:

(i) For additional work to be performed by the subcontractors, a lump-sum itemized price to show the net amount of each subcontractor's direct costs for labor, materials, equipment rental, and transportation, plus the percentage fee thereof stipulated herein to cover all other charges, for or in connection with such work of Construction Contractor and subcontractors. The percentage fee(s) include all charges for layout, supervision (field and home office), small tools and related items, general expenses, general conditions items, fees, overhead and profit of Construction Contractor and subcontractors. Construction Contractor understands that the net amount of the subcontractors' direct costs for labor, materials, equipment rental and transportation above stated shall not include any markup by subcontractors for layout, supervision (field and home office), small tools and related items, general expenses, overhead and profit, and other related items, nor any markup for the costs of product and/or equipment purchased directly by Owner and furnished to subcontractor.

(ii) For additional work to be performed by Construction Contractor's own forces, a lump-sum itemized price to show the net amount of Construction Contractor's direct costs for labor, materials, equipment rental and transportation, plus the percentage fee thereof stipulated herein to cover all other charges for, or in connection with, such work, including all charges for layout, supervision (field and home office), small tools and related items, general expenses, overhead, and profit. Construction Contractor shall not include any

markup for the costs of product and/or equipment purchased directly by Owner and furnished to Construction Contractor.

(b) Credit for deleted work not covered by agreed upon "unit prices" shall be determined as follows:

(i) For deleted work to be performed by subcontractors, Owner shall receive a lump-sum credit equal to the net credit to Construction Contractor as itemized by subcontractors for labor, materials, equipment, transportation, and taxes, plus the percentage fee thereof stipulated herein covering such items as normal charges for layout, supervision (field and home office), general expenses, overhead and profit of Construction Contractor and subcontractors.

(ii) For deleted work to be performed by Construction Contractor's own forces, Owner shall receive a lump-sum credit equal to the net estimated saving to Construction Contractor on account of the deleted work for labor, material, equipment, transportation, and taxes, plus the percentage fee thereof stipulated herein covering such items as normal charges for layout, supervision (field and home office), general expenses, overhead, and profit.

10.03.02 Time and Materials Method. If Owner elects to direct that extra work be performed on a time and material basis, percentages as stipulated below will be allowed in addition to actual "on site" costs of such extra work. Percentages shall be applied to approved invoiced costs of materials and to approved payrolls as follows: Requests for payment for work performed on a time and material basis shall be submitted within ten (10) days after completion of such work. When work on a time and material basis continues for more than two weeks, Construction Contractor shall submit a weekly report to Owner's Project Manager apprising such Project Manager of work performed during the preceding week to include: material quantities, labor time, equipment rental time and other operating cost information.

10.03.03 Computations of Percentages for Combined Overhead and Profit.

(a) The percentages set forth on Exhibit E to the Agreement shall be applied for combined overhead and profit, as appropriate, unless otherwise stated, and are maximums that may be added to approved costs. Those percentages set forth on Exhibit E for change orders are Construction Contractor's sole payment of fees and general conditions items related to such Change Orders and any Construction Contractor Fee or percentage for general conditions items set forth in Section 3 of the Agreement shall not apply to any such Change Order. Construction Contractor shall not include any markup for the costs of product and/or equipment purchased directly by Owner and furnished to Construction Contractor.

(b) Construction Contractor agrees that these percentages are fair, and that they include adequate compensation for supervision, overhead, bond, profit and all other general expense. No percentage fee or other markup of any kind shall be applicable to any premium portion of wages, taxes, or related benefits. If Owner issues a field order or bulletin for any addition or deletion as to which unit prices (pursuant to Section 10.04) are applicable, the Contract Sum shall be adjusted by the amount of such unit prices in lieu of the negotiated sum here in above mentioned, and the percentage fee markup shall not be applied thereto.

10.04 The rates and unit prices set forth on Exhibit F to the Agreement shall apply to all change orders involving the labor or materials set forth on Exhibit F to the Agreement which Owner notifies Construction Contractor in writing will be applicable to a particular change order and are all inclusive of all expenses and costs related to such rates and unit prices.

10.05 Owner, without invalidating the Contract, may order changes in the Work prior to the execution of an appropriate change order hereunder, and, upon receipt of a written order from Owner, Construction Contractor shall proceed with the Work and incorporate such change into the Work pending execution of an appropriate change order as set forth in this Article 10; provided, however, that if Owner and Construction Contractor are unable to agree upon a different price for such Change Order within 30 days, then the Construction Contractor shall be entitled to a Change Order based upon the time and materials method set forth in Section 10.03.02 above.

10.06 If Construction Contractor claims that additional cost is involved because of (i) any order by Owner to stop the Work pursuant to Section 2.04 where Construction Contractor was not at fault, (ii) failure of payment by Owner to Construction Contractor of non-disputed amounts owed to Construction Contractor, or (iii) any other provision herein under which Construction Contractor is entitled to claim additional cost, Construction Contractor shall make such claim as provided in this Section. If Construction Contractor believes it is entitled to make a claim for an increase in the Contract Sum, Construction Contractor shall give Owner written notice thereof within 20 days after the occurrence of the event giving rise to such claim. This notice shall be given before proceeding to execute the Work, except in an emergency endangering life or property, in which case Construction Contractor shall proceed in accordance with Section 9.03. No such claim shall be valid unless made as required in this Section; however, the mere presentation of such a claim shall not establish the validity thereof. Any change in the Contract Sum resulting from such a claim which is valid shall be authorized by change order.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

11.01 If any portion of the Work is improperly covered, such Work must, if required in writing by Owner, be uncovered for Owner's observation and shall be replaced at Construction Contractor's expense.

11.02 (a) Construction Contractor shall promptly repair or, if necessary in Owner's opinion, remove all Work rejected by Owner as defective or as failing to conform to the Contract Documents, whether such Work is observed before or after final completion and whether or not it is fabricated, installed or completed. Construction Contractor shall bear all costs of correcting such rejected Work and shall be responsible for time lost correcting such rejected Work. Construction Contractor shall bear the cost of making good all work of Owner or separate contractors destroyed or damaged by such repair or removal.

(b) If, within one year after the date of final completion of the Work or within one year after acceptance by Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Construction Contractor shall correct it promptly after receipt of a written notice from Owner to do so unless Owner has previously given Construction Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract.

(c) Within sixty (60) days after the discovery of defective or nonconforming Work, Owner may choose to accept same instead of requiring its removal and correction by giving written notice thereof to Construction Contractor, in which case a change order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

11.03 Construction Contractor acknowledges that, in performing its obligations under this Article 11, its access to the Building may be limited by Owner's operations, if any, on a 24-hour-per-day, seven-days-per-week basis and by Owner's special security procedures, if any, and agrees that such limitations shall not relieve Construction Contractor of such obligations or otherwise modify or limit such obligations.

ARTICLE 12 TERMINATION

12.01 If the Work is stopped in whole or in substantial part for a period of 180 days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Construction Contractor or any subcontractor or any of their employees or agents, or if the Work in whole or in substantial part is stopped for a period of 60 days by Construction Contractor because Owner has not made payment of undisputed amounts therefor (other than as permitted by the Contract Documents), then Construction Contractor may, upon 30 additional days' written notice to Owner, terminate the Contract Documents and recover from Owner payment for all Work properly executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery together with reasonable out-of-pocket costs incurred by Construction Contractor in shutting down the Work; provided, however, that Construction Contractor shall in no event be entitled to recover for lost profits or consequential or other damages.

12.02 (a) Owner may terminate the Contract Documents at any time without cause and without prior notice to Construction Contractor, and in such event, Owner will pay Construction Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the date of termination. Owner will not be responsible to reimburse Construction Contractor for any continuing contractual commitment to subcontractors or for penalties or damages for canceling such contractual commitments inasmuch as Construction Contractor shall make all subcontracts and other commitments subject to this provision. In the event of termination by Owner, Owner may require Construction Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which Owner in its sole discretion chooses to take by assignment, and in such event, Construction Contractor shall promptly execute and deliver to Owner written assignment of the same. Owner shall reimburse Construction Contractor for taking possession and use of any materials, equipment, tools, construction equipment and machinery on the Site as set forth in Section 12.02(b)(i) and (ii) below.

(b) If Construction Contractor is adjudged as bankrupt, or if Construction Contractor makes a general assignment for the benefit of Construction Contractor's creditors, or if a receiver is appointed on account of Construction Contractor's insolvency, or if any provision of the bankruptcy law is invoked by or against Construction Contractor, or if Construction Contractor persistently or repeatedly refuses or fails (except in cases for which extension of contract time is provided) to supply enough properly skilled workmen or proper materials, or if Construction Contractor fails to make proper payment for materials or labor, or disregards any Government Requirements, or if Construction Contractor fails to perform and prosecute the Work properly, or fails to complete the Work entirely on or before any date established for partial or final completion, or a labor dispute causes substantial disruptions or delays, through work stoppages, picketing, jurisdictional disputes or similar actions or failures to act by subcontractors or, without limitation, otherwise fails to perform any provisions of the Contract Documents, then notwithstanding any other rights or remedies granted Owner under the Contract Documents, Owner may, without prejudice to any other right or remedy (i) terminate the employment of Construction Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Construction Contractor (to the extent any of same have not been paid for by Owner, Owner shall lease same from Construction Contractor at a rate equal to 80% of the standard book rate as reflected in the Rental Rate Blue Book for Construction, latest edition), (ii) use Construction Contractor's equipment for which Owner was paying a leasing fee so long as Owner continues to pay such leasing fee, and/or (iii) may finish the Work by whatever method Owner may deem expedient. In such case, Construction Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum plus leasing fees referred to in (ii) above shall exceed: (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) Owner's losses and damages because of Construction Contractor's default, such excess shall be paid to Construction Contractor. If such expense plus Owner's losses and damages shall exceed such unpaid balance, Construction Contractor shall pay the difference to Owner promptly on demand and Owner may resort to any other rights or remedies Owner may have by law or under the Contract Documents.

* * * * *

[The next page is the list of Schedules to General Conditions to Single Project Construction Services Agreement.]

LIST OF SCHEDULES

TO

GENERAL CONDITIONS TO SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

SCHEDULE A	Owner Controlled Insurance Program
SCHEDULE 8.01	General Conditions Items (intentionally omitted)
SCHEDULE 8.02	Application for Payment Form
SCHEDULE 8.06	Certificate of Substantial Completion
SCHEDULE 10.02	Change Order Form